ANNEKE JANS BOGARDUS

—AND HER—

NEW AMSTERDAM ESTATE

PAST AND PRESENT

ROMANCE OF A DUTCH MAIDEN

—AND—

ITS PRESENT DAY NEW WORLD SEQUEL

HISTORICAL, LEGAL, GENEALOGICAL

COMPILED BY
THOMAS BENTLEY WIKOFF
INDIANAPOLIS, IND.
1924

Respectfully dedicated to the present day descendants of Anneke Jans Bogardus and their family traditions regarding their unsettled colonial estate in the New Netherlands, now New York City.

FOREWORD

For the past two hundred or more years, the Anneke Jans Bogardus colonial estate matter has been publicly manifesting itself every decade or so, resulting in much agitation, and the formation of numerous societies and associations, in various parts of the United States composed of descendants; and whom, at the commencement of their campaign, knew practically nothing of an authentic nature regarding the past or present status of the matter, consequently, it was thought by the writer hereof, that the occasion was opportune, and the field ripe for a review setting forth both sides of the case, from its earliest inception to the present time. There being no such book extant it seemed.

With this end in view, the writer conducted an extensive campaign of investigation and research, seeking the light as he proceeded, and laboring with malice toward none, and charity for all, and with due regard for the interests of all concerned, and thus this work is respectfully dedicated to those interested, for the dissemination of the historical, legal and genealogical information and data embodied within these pages.

This treatise, previous to the time of the advent on the scene of the original ancestors, must neces-

sarily embrace some of the early history of Manhattan Island, and New York State, because the original ancestors of the family under historical treatment were New Netherlanders, and while this early history of Manhattan Island, and the surrounding territory, will be of little interest to a reader well versed in the early annals of that part of our country, the review, however, will prove not only interesting, but of educational value, to those not so familiar with this history, or that of their ancestors.

The work of the writer in connection with the partial history of the Anneke Jans Bogardus family, and as regards the history of their times, must not be construed as anything but largely a review of historical data, and the compiling of which has involved much investigation, as well as research work, and expense in time and money, and it is hoped that all who read can realize this from the perusal of the following pages.

In the research and investigative work, records of all sorts were searched for, and transcribed when found, and then compiled in sequence or date order, so that through a process of analysis and deduction, or elimination, the reader may find the mistakes of the past, if any, both legal and otherwise, and then try and discover what there is to work upon toward recovery at this late day, and after the lapse of so long a period of time, and during which possession has been held by others.

The work of the writer, while arduous, has been

very interesting, because the poring over old dusty and musty records, yellow with age, has its compensation.

The writer is indebted for information and assistance to some of the societies of descendants' of 1923, as well as to the following named organizations:

Long Island Historical Society....Brooklyn, N. Y.
New Jersey Historical Society.....Newark, N. J.
Hall of Records .....New York City
Public Library.....New York City
N. Y. Historical & Genealogical Bureau, N. Y. City
N. Y. State Library.....Albany, N. Y.
N. Y. State Law Library.....Albany, N. Y.
Congressional Library.....Washington, D. C.
Pennsylvania Historical Society, Philadelphia, Pa.
Indiana State Law Library....Indianapolis, Ind.
Indiana State Library.....Indianapolis, Ind.
Indianapolis Public Library....Indianapolis, Ind.

Much credit is due to the employes of these organizations for their uniform courtesy and cooperation, as well as to a family historian, of years standing, and residing at Newark, N. J., who is descended from Petrus Bogardus, whose will is set forth later on in these covers.

T. B. W.

Indianapolis, Ind.
1924.

PREFACE

Late in the year 1922, or early in the year 1923, and about January 8th, it is thought, the following quoted item appeared in the LOS ANGELES, CALIFORNIA, HERALD.

"LOS ANGELES HEIRS BATTLE FOR $850,000,000 NEW YORK ESTATE SHARES"

"Descendants of Old Gotham Family Claim Church Holds Property Illegally"

"A portion of the world's greatest estate, the PETER WYCKOFF-ANNEKE JANS properties, lying in the heart of New York City's financial district, and estimated in value at $850,000,000 may come to Los Angeles, if some 250 descendants of the original owners of the land are successful in establishing their claim.

"The initial court trial to test the claims of the descendants will be made next month, when a suit is filed in New York City, against Trinity Church, a corporation, the original directors being the ones it is alleged secured control of the property from Anneke Jans.

"The entire story of the land goes back 300 years, when Broadway was a cow pasture. In recognition for services, Peter Wyckoff, a native of Holland, was granted a tract of 190 acres.

"The land is now that district lying west of Broadway, and extending to the Hudson River and from the Battery, to a point well past Park Row. According to the claimants, he leased the property to Trinity Church for a period of 99 years. Afterwards it was released, and it is alleged, that after the expiration of the second lease, the land was not returned to the descendants of the original owners. Anneke Jans was a direct descendant of the King of Holland, and a lineal descendant of William the First of Orange.

"She was the daughter of Prince Wolfert Webber of Orange, which relationship gives all present day descendants claim to being descended from royalty."

As a result of the above quoted item, similar items appeared shortly thereafter, in various newspapers in different parts of the United States, and which evidently inspired a question from a reader, to the Indianapolis News, and an answer appeared in the "Questions and Answers" section of that paper, in its issue of March 9th, 1923, as follows.

"A reader—The question of title to the church property mentioned has not been settled by the courts."

The question, (whatever it was) and the answer, evidently pertained to the subject under discussion in this book, however, such is not known to be the case by the present writer.

TABLE OF CONTENTS

CHAPTER FOUR

Anneke Jans Bogardus. First Anneke Webber. Later Anneke Jansen. Children by First Marriage. Grandchildren in Part. Second Marriage of Anneke Jansen to Dominie Everardus Bogardus. Children by Second Marriage. Grandchildren in Part. Will of Anneke Jans Bogardus. Real Estate Owned by Her.

CHAPTER FIVE

The Capture of New Amsterdam by the British in 1664. Important Articles of Capitulation. Confirmation to the Heirs of Anneke Jans Bogardus by the English Governor Nicolls of the 62 Acre Farm. Confirmation to Heirs of the 130 Acre Farm. Death of Cornelius Bogardus the First. Alleged Conveyance from the Heirs in 1670 to Governor Francis Lovelace. Vital Statistics Regarding the 62 Acre Farm, Leases, etc. Lease of 62 Acre Farm by Governor Lovelace.

CHAPTER SIX

Recapture of Manhattan Island and New York City by Dutch in 1673. Proclamations Thereafter. Territory Returned to England Through Treaty With Holland in 1674. Proclamations Thereafter. Instructions from Duke of York Regarding Confiscation of Estate of Francis Lovelace. Bogardus Lands Confiscated It Was Claimed. Proclamations and Treaties Regarding Title to Bogardus Lands.

CHAPTER SEVEN

Founding of Trinity Church in New York City in 1693. The Charter of Incorporation of 1697. The Queen Anne Grant of 1705. Statistics Pertaining Thereto. Annulling Act of the King in 1699. Annulling Act of Queen Anne in 1708. Her Confirming Act of the King's Act of 1699. Queen Anne Grant a Lease in Perpetuity. Declared Null and Void by Land Office Commissioners.

CHAPTER EIGHT

Further Vital Statistics Concerning Queen Anne Grant. Letter of Instructions from Queen's Secretary in 1714. Will of Petrus Bogardus. Acts and Efforts for Confirmation of Grant After 1705.

CHAPTER NINE

Litigations Against Trinity Church. The Humbert Trial. The Bogardus Trial. 99 Year Lease. 83 Year Lease.

CHAPTER TEN

Later Litigations Against Those Investigating the Title of the Corporation. Trial Against Fonda. Trial Against Attorney W. T. Gridley, of New York City and His Disbarment from the Practice of Law. Conclusions. Appendices. The World's Richest Church.

CHAPTER ONE

EARLY AMERICAN HISTORY FROM 1609 to 1637

The Island of Manhattan, now New York City, derived its name from the Indian name, Manhattas. The island is triangular in shape, and it is of about 22,000 acres in extent, and it guards the gateway of our western hemisphere. This territory was first sighted by a Florentine navigator named Verrazani, and spelled by some historians as Verrazano.

This explorer was commissioned and equipped by Frances the First, and he entered the lower bay of what is now the Bay of New York, in 1524, and he named the country that he saw at that time, as New France, evidently in honor of the mother country of his patron and benefactor.

Previous to this, however, Sebastian Cabot, an Italian by birth, but in the service of Henry VII of England, had explored the Atlantic coast from Florida to Labrador, or vice-versa, and the expedition of this explorer gave to England a prior claim to the same country seen by Verrazani, and this claim was physically manifested when, in 1664, the British caused the surrender of New Amsterdam,

(now New York City) and took Manhattan Island, and the town of New Amsterdam, away from the Dutch government and Peter Stuyvesant, who was the Director General at that time.

At the time of the exploration of Verrazani, Holland was the richest commercial nation on earth and her ships navigated to all European nations; however, her richest commerce was with the East Indias, and in order that the merchants who were engaged in that traffic might be better secured against competition, a charter of incorporation was obtained from the Staats General, which was the governing body of Holland at that time. The charter of incorporation was obtained in 1602, under the name of the East India Company, and this charter was to run for 21 years.

This charter granted to the company the exclusive monopoly of the trade in the eastern seas beyond the Cape of Good Hope, and the Straits of Magellan in another direction, and with this grant it then became desirable to shorten the passage thither from Holland, in order to make the trade more profitable, because the only known route then was to China by way of the Cape of Good Hope, and this voyage took two years to make it, consequently, three expeditions, one after the other, were started in search of a shorter passage through the North or Polar seas, where a clear and shorter way was thought possible.

These expeditions returned after enduring many hardships, and having found nothing but snow and ice. The English during this time had not been idle. They viewed with much concern the growing commercial prosperity of neighboring nations, and they determined to try and succeed, where others had failed, in finding a north passage through the Polar seas to China and Japan; consequently in 1607, Henry Hudson, an English navigator, was fitted out with a ship by a company of merchants, known as the Muscovy Company of London, and which was another organization similar to the East India Company of Holland.

Hudson, after two voyages, had no better success than his predescessors, and his backers refused to fit him out for a third trip.

Hudson, however, had some of the optimism and determination of Christopher Columbus, and being unable to get any more assistance from his own countrymen, he asked the Dutch to help him. They consented, and in 1609 the Dutch East India Company fitted out a small vessel called the "Half Moon," of 80 tons burden, and manned by a crew of 20 men, and Hudson sailed on his third expedition on April 16th, 1609, and for the sole purpose of reaching the Indias by a northern passage.

He reached the banks of New Foundaland in July, 1609, where he remained awhile to mend the rigging of his ship. He then coasted southward as

far as the Chesapeake Bay, and touched at Cape Cod, which he thought to be an island, and in consequence he named it New Holland.

He then started back on his course in a northerly direction, and encountering the Delaware Bay he tried to explore it, but the navigation proved too difficult, and he again put to sea, coming in sight of the Highlands on September 2nd, 1609, where he anchored for the night.

The next day he rounded Sandy Hook and proceeded up the lower bay. He and his crew landed at or near what is now Coney Island, and they were the first white men that we have any record of to set foot on the soil of what is now the State of New York.

Hudson reported that land as "a good land to fall in with and a pleasant land to see" and as the waters were swarming with fish, and the shores stocked plentifully with game, it is not to be wondered at if he forgot the polar seas, and the original purpose of his expedition, which was to find a northern passage through those seas. Hudson remained in the bay for a week, and then weighing anchor, he passed through the Narrows, and past the grassy isle of Manhattan, covered with trees, and rocky in the middle, and on up the river Mauritius, (Hudson) for a distance of six miles, and then he turned around and came back, for what reason it is not known, as the Indians were very

friendly on the going trip. Hudson was attacked, however, by the natives on his return trip, and one English sailor was killed, and he was buried on September 9th, 1609, near Sandy Hook, and this was the first burial of a white man in this new territory.

On September 11th, 1609, anchor was cast in New York Bay, but the Indians seemed so restless that the Captain mistrusted them, and he remained there but one day, and on the 12th, he made his way up the river which now bears his name, thinking that he might thus find the long sought northern passage to the Indies. On the 19th of September, 1609, Hudson reached the head of ship navigation, near the present site of the City of Albany, and being unable to proceed further in the waters of the Hudson River, he started back on September 23rd, 1609, and took his time going down the river, and anchored several times, the last time in the bay near the present site of Hoboken, N. J., and on October 4th, 1609, he set sail for Europe, and although Verrazani was the first to behold Manhattan Island, the credit for its discovery belongs to Hudson and the Dutch government, through the East India Company.

The East India Company, composed as it was of keen and grasping merchant tradesmen, were disappointed with Hudson's adventure for them, because he brought back with him little more than a vivid description of the rich lands and broad for-

ests, and they expected a ship load of silks and spices from the Orient, and by way of the shorter passage through the northern seas. Hudson, however, would have undertaken another enterprise for them, had the company equipped a second expedition for him, but on his return from his first voyage for them, he touched at Dartmouth, England, and the English authorities, being jealous of what they thought an advantage to the Dutch through his efforts, forbade him to leave his own country, and in 1610, again in the service of the Muscovy Company, he sailed upon another voyage of discovery for them.

After passing a winter of untold hardships in the ice and snow of Hudson Bay, and abandoned by his mutinied crew, he perished, and thus ends the career of the explorer who first blazed the way to the new world for those who later founded the colony of New Netherlands and the town of New Amsterdam, which town was later destined to be the gateway to, and the metropolis of the western hemisphere.

Because of the glowing accounts of Hudson, regarding a rich trade in the new world in skins and pelts with the Indians, another vessel was fitted out by the East India Company in 1610, and it was dispatched in command of the former mate of the Half Moon, and this venture was so successful that in 1612, the Company was enlarged by other

merchants joining it, and two vessels, namely, the Fortune and the Tiger were sent forth, and the following year three more vessels were sent out, and in order that a regular commerce with the inhabitants of the new province might be established and maintained, while the ships were going to and fro, an Agent named Hendrick Christeansen was appointed to collect the furs, etc., and he built four small houses on a site of what is now near the present 49 Broadway, and thus this man laid the foundation of what was in after years to become the City of New York and the metropolis of the western hemisphere.

In 1614 the merchants of Holland who had fitted out the first exploring expedition, petitioned their government for a monopoly of the trade between the 40th and 50th degrees of north latitude, for a period of three years, and this petition was granted, and the name of "The United New Netherland Company" was assumed by the promoters, and through this instrument, the new world colony first formally received the name of "New Netherland." This monopolistic charter died through its own limitation, and a request for a renewal of the same was denied.

Up until 1618, but little was done by the Dutch toward colonizing the new province, and the inhabitants were dwelling in rude huts of only a temporary nature, and poorly constructed withal; however

in 1620, some effort was being made toward building up New Netherland.

Freedom of thought and religious observances were liberally allowed in this new territory, and with the result that many Englishmen who practically faced persecution in their own country, desired to emigrate to the new world, and one John Robinson, a non-conformist minister, with a congregation of his followers, wanted to settled in New Netherland, but he asked protection against all others, and therefore his petition was denied him.

On June 3rd, 1621, the Dutch West India Company, also a commercial organization similar to its predecessors, was granted a charter for 21 years, which granted them exclusive right to trade in the Atlantic, from the Tropic of Cancer to the Cape of Good Hope, on the eastern hemisphere side, and from New Foundland to the Straits of Magellan on the western continent side. The power of the Company over this vast territory was practically unlimited. They could make contracts, administer justice, build, appoint governors and public officers subject to the approval of the Staats General, who were to administer the oath of allegiance.

This Company promised to colonize the new territory, and the government of the Company was placed in the hands of five chambers of managers,

one chamber being placed in each of the five principal Dutch cities.

The details of management, however, were placed in the hands of a Board of Directors, and one of them was appointed by the Staats General.

The powers of the Dutch West India Company were limited only to a declaration of war. The Staats General promised to protect the Company from all interference, and give them a million guilders (a guilder then was worth about 40c in English money) and ships and men in case of war. In 1623 the Dutch West India Company commenced the work of colonizing the new province. A ship of sixty tons burden was fitted out, and with thirty emigrant families aboard, set sail for the new country under command of Corneliszen Mey, and who had also been appointed the first Director General of the territory of New Netherland.

It can be said that the thirty families of this expedition were really the first colonists, as those who had previously emigrated were temporary sojourners and traders. These thirty families were French Protestants or Walloons, and from North Belgium, and they were encouraged thither because of religious tolerance and freedom.

Upon arrival to the shores of the new world, some remained on Manhattan Island, some went to what was afterwards the Jersey shore, and still

others settled on Long Island at Walloon's Bay, while a few were sent by the Governor up the Hudson River, where on the west shore they built Fort Orange, about four miles above Fort Nassau, and near the present site of Albany, N. Y. Fort Orange was afterwards the headquarters of that section of the country for traffic with the natives.

The ship New Netherland soon returned to Holland with a cargo of furs valued at $12,000, which amount in those days was quite a fortune.

In 1625, three ships and a yacht were sent from Holland with a number of families, their furniture, farming implements and cattle, and soon after this two more vessels arrived at Manhattan Island, and the new colony then numbered two hundred persons, thus forming a nucleus for a permanent settlement. Director Mey returned to Holland in 1624, and on December 9th, 1625, Peter Minuit, a French Huguenot, was sent over from Holland in the ship "Little Sea Mew" with the title of Director General, and instructions from the Dutch West India Company to organize a provincial government. He did not reach New Amsterdam until May 4th, 1626, and the government that he established for New Netherland consisted of a Council of five members, also a bookkeeper and a chief law officer, with supreme authority vested in the Director General, except in capital cases, which had to be sent to Holland with the offender.

Sometime during the summer of 1626, Director General Minuit bought from the Indiana the entire Island of Manhattan, being about twenty-two square miles in extent, and containing about 22,000 acres.

The purchase price was sixty guilders, or about $24.00, and it has been said that Minuit cheated the savages by buying what they thought was a plot of ground for a garden, and then claiming the entire island; however, the manifest of the ship "Arms of Amsterdam" which arrived at Amsterdam, Holland, September 23rd, 1626, disproves this, also the fact that instead of paying the Indians in money, which would have been of no use to them, he gave them in trade articles that appealed to their Indian eyes, such as axes, knives, kettles, shears, toys, brass buttons and red cloth.

After this transaction, a fort or block house was soon built on the southern point of the island, and which they surrounded by a cedar post palisade, and this imposing structure was named "Fort Amsterdam." A stone building was also built for a Company warehouse, and a horse mill was also built, with a large room on the second floor. This second floor was used for religious purposes, a man being appointed to read the scriptures and creeds to the people in this room on Sundays. A man was also appointed to visit the sick.

The settlement during the year 1626 prospered. Every settler had a house of his own, and he either

tilled the soil, or traded with the natives, and during this year $19,000 worth of furs were exported.

Of the land on the Island, six farms called by the Dutch "bouweries" were reserved as the private property of the Dutch West India Company. Four of these farms were along the eastern shore of the island, and two of them were on the western side of the island.

In 1629, in order to induce the individual members of the Company to establish settlements in the new country, at their own expense and risk, and thus help to quickly colonize the new territory, an act was proposed by the Assembly of Nineteen, and ratified by the Staats General, granting to any member of the Company, who would found a colony of fifty persons above 15 years of age, and within four years time, the title of Patroon, and the privilege of selecting a tract of land, sixteen miles on one side, or eight miles on each side of a river, and extending inland as far as they desired, and anywhere within the limits of the province except on the Island of Manhattan. The Company reserved to themselves the exclusive right to the fur trade, and also a duty of five per cent on all trade carried on by the Patroons. The Company was to satisfy the Indians for their land, and also to maintain a minister and a school teacher.

The Company promised to protect the colonists from the attacks of the British and the natives,

and supply them with negro servants for an indefinite period of time, and thus slavery was first introduced in this province in 1629. The settlers who emigrated at their own expense, were to have as much ground as they could cultivate, and be exempt from taxation for ten years, but in no case, however, were they to be permitted to have a voice in governmental matters, and they were not to manufacture anything to wear. Such had to be purchased from the Company, or the Patroons, the latter being practically feudal lords of the soil.

The tenants of the Patroons were forbidden to leave their service for a period of years. The Patroons could appoint local officers, and so much authority being vested in them, naturally excited the love of power among the merchants of the Dutch West India Company, and as soon as the act was passed, a number of them hastened to avail themselves of its provileges by complying with its requirements, one of them being Killian Van Rennselaer, a Director of the Company, and also a rich diamond merchant of Holland. He had Agents purchase in his name, lands above and below Fort Orange, including ground now occupied by the counties of Albany and Rennselaer. He named this territory Rennsalearwyck, and a colony was soon established thereat, and which soon began to prosper, and in keeping with the prosperity, warehouses were established at advantageous points.

This Patroon soon found it necessary to provide an outlet for products of the land and his colony, and also an inlet for the necessary supplies, consequently a vessel was built, and named the Rennselaerswyck, and this vessel made numerous trips to and from Holland.

Meanwhile the settlement at New Amsterdam continued to flourish, it being the chief depot of the fur trade, as well as the headquarters for the coast trade of the Patroons, and in 1630, the exports from this port amounted to about $55,000.

In 1632, Director General Minuit was recalled, and in April, 1633, Wouter (Walter) Van Twiller, the new Director General, arrived with a military force of 104 soldiers and with him came Everardus Bogardus, who was the first clergyman of the new colony. Also Adam Roelandson, the first school teacher of New Amsterdam, arrived at the same time with the new Director General and Dominie Everardus Bogardus.

Dominie Bogardus later married the widow Anneke Jansen, whose name came into considerable prominence in after years, because of litigation on the part of her heirs and descendants, against the Trinity Church Corporation of New York City, for the possession of land on Manhattan Island formerly owned by the widow, and which the corporation claimed was ceded to the church by Queen Anne of England, through what was known as the

Queen Anne grant of 1705, and a part of the land in question, and claimed as a part of the grant, being the 62 acres granted to Anneke and Roeloff Jansen, her first husband, by Director General Van Twiller in 1636.

Van Twiller was a good merchant and business man, but he proved to be a poor Director General, being weak, vacillating and incompetent as such. He married the niece of the wealthy Patroon, Killian Van Rennsalear, and which marriage probably gained him the appointment as Director General, and also he having formerly been a clerk in a warehouse of the Company. Notwithstanding his incompetence in some respects, several improvements of a public nature were made by him, such as completing the fort which was commenced in 1626, and the building of a church for the newly arrived "Dominie." He also had a brewery and some houses built on the Company's farm No. 1, and which farm extended from what is now Wall street, north to what is now Hudson street, and in one of these houses on this farm, Director General Van Twiller took up his abode.

Van Twiller was recalled on September 2nd, 1637, and he was succeeded by Director General William Kieft, the latter arriving on the ship Herring, on March 28th, 1638, and in 1640, Director General Kieft purchased of the Indians, and on behalf of the Dutch West India Company, all of

the territory comprised within the present limits of Kings and Queens County, New York, that was not already in possession of the Company.

We are now well past the period in history, when the original ancestors to be treated herein, appeared upon the scene, and because of locations, and names hereinafter used, it has been thought necessary to briefly review prior historical settings, in order that the reader may become not only familiar with names and places, but also be made acquainted with the conditions that surrounded our forefathers, when they first set foot upon the North American continent.

We must now revert back to Holland, and early in the year of 1600, and somewhat previous thereto, as to time, in order to familiarize the reader with the early history of Anneke Jans Bogardus.

CHAPTER TWO

THE WEBBER FAMILY IN HOLLAND, AND AMERICA, AND THE GENEALOGY THEREOF, PERTAINING TO ANCESTRY

The several biographical and genealogical charts that are available concerning the early Webber family are confusing, when a comparison of them is attempted, in order to obtain ancestral actualities as to names and dates, consequently the present writer must not be construed as speaking with a degree of positiveness, regarding names and dates. The record as given by historians has been transcribed, and due allowance must accordingly be made, if family traditions are not verified thereby. The writer does not now attempt to positively verify the ages old tradition in the Webber family, regarding their descent from the Royalty of Holland, however, records as found seem to substantiate in a large decree the traditions of this farmily, and which tradition is somewhat as follows:

William the Third, of Holland, also known to history as William of Orange, and his first wife of Saxony, were married at Leipsic in 1575. One biographer states that this particular William had other wives in succession, of which the one of Sax-

ony was the first. However, the question as to the number of his wives seems immaterial, and foreign to the subject being treated, nevertheless, extensive research develops the following information in confirmation of the traditions of the Webber family regarding the descent from Royalty of their ancestor Wolfert Webber, and his sister Anneke Webber, who later became Anneke Jans Bogardus.

Count William of Nassua, and known as William the Rich, lived at Dillenbourg. His wife was the Countess of Stalberg, and they had 12 children, namely, William the Silent, who, at the age of 11 years, became the Prince of Orange, through the death of a cousin who died childless. The other children of William the Rich were, Adolph, Louis, John, Henry and 7 daughters.

William the Silent, Prince of Orange, married Anne of Egmont, the daughter of Count de Buren, and she was the richest heiress in Holland in 1551. They had two children, namely, Phillip William, and Mary or Marie, who married Count Hohenlohe.

Anne of Egmont, wife of William of Orange, died in 1558, and William married a second time in 1561 to Anne of Saxony, daughter of Maurice of Saxony. Anne and William were divorced in 1575, and she died December 18th, 1577. They had three children and as follows:

Maurice, born in 1567, Anne, who married her cousin Count William Louis, and Emelie, who married the pretender to the throne of Portugal.

William of Orange married the third time to Charlotte de Bourbon, a daughter of Duc de Montpinsier. A brother of Charlotte was Francois de Bourbon, the last of the house of the Bourbons of France.

William and Charlotte were married June 12th, 1575, shortly after his divorce from Anne of Saxony. Several attempts were made to take the life of Prince William, and Charlotte died in May, 1582, and shortly after the first attempt at assassination was made. William and Charlotte had six children as follows:

Louisa Juliana, who married Frederick the Fourth, Elector of Palatine, and a grandson of Frederick the Third.

A granddaughter of Louisa Juliana, was the founder of the house of Hanover in England, and Queen Victoria was the seventh in line from William, Prince of Orange, and his third wife, Charlotte de Bourbon.

Besides Louisa Juliana, the other children of Prince William by Charlotte de Bourbon were, Elizabeth, named after the Queen of England. Catharina Belgica. Flandrina. Charlotte Brobantica, and Emilie the second.

William, Prince of Orange was married the fourth time, his fourth wife being Louisa de Coligny. A son Frederick Henry was born in January, 1584, and he was known as William the Second. He died at the age of 25, leaving a widow and an unborn son, who was born a short while after his father's death. His mother named this son William and he became known as William the Third, and he married a relative of Charles the Second.

The father of William the Third, namely, William the Second, was the fourth Stadholder of the Dutch Republic, and he was William the Eleventh of Orange, and William the Second of Holland, and his son above mentioned was William the third, while a son of Queen Wilhelmina of Holland, is now the William the Fourth.

Phillip William, the first born of William the Silent, and his first wife Anne of Egmont, was the second Prince of Orange.

He was raised and educated in the Spanish court and he lived there for 27 years, where he was also known as William the Third, and he married a daughter of Lord Augustus of Saxony, while his father married the second time to Anna of Saxony, who was the daughter of Maurice of Saxony, therefore, William the Third, has by some writers, been confused with William the Silent. As to which of them was the husband of Anna of Saxony, and volume three of the "Rise and Fall of the Dutch Republic" seems to indicate the latter, or William

the Silent, as being the husband of Anna of Saxony, and not William the Third, however and nevertheless, William the Silent is traditionally credited with having two children by a clandestine or secret marriage, and whom he christened Webber, namely, Sarah and Wolfert.

Wolfert Webber married Catherine Jonas, and they had three children, namely, Wolfert the second, Anneke, who later become Anneke Jans Bogardus, and Martye, who married Tyman Jansen.

Anneke, so tradition tells us, was born in the King's mansion, surrounded by Royalty, and she grew and was educated amid those surroundings, but being a lover of nature, and all out of doors, she became enamored of an agriculturist named Jan Roeloff Roeloffson, and in due time they were married, and while Jan was well reputed in his home town of Masterland, he was not of Royalty, and therefore this wedding displeased the Royal ancestor of Anneke, who, upon making his will, left her share in trust, to be administered to later generations, so tradition says, and it is said that this fortune has grown to a hundred or so millions, and it is also rumored that the amount is practically intact, and for the benefit of those of the seventh generation from Anneke Jans Bogardus, who can prove their line of descent back to this wilful granddaughter of Prince William; however, the writer has not been able to verify this tradition with facts.

Sarah Webber, one of the two children of Wil-

liam the Silent, by his secret marriage it is said, was born in 1580, and she married a man named Sybrant, and their granddaughter Wyntie, was the first wife of William Bogardus, and the said William was the first son born of Anneke Webber Jansen Bogardus, by her second husband, the dominie, Everardus Bogardus, and who was the first minister to the new world colony of the Dutch at New Amsterdam.

Wolfert Webber, a brother of Sarah, and the other child of William the Silent, was born in 1582, and married in 1600, and as previously stated to Catherine Jonas, and the names of their children will be repeated here in order that the reader will become more familiar with their generation.

Wolfert Webber, born 1602, married Arrentze Arrens in 1622, and their daughter Rachel, born in 1623, was married February 9th, 1646, to John Van Horn, and which Van Horn is the ancestor of some of the present day family of this name.

Marytje Webber, born in 1603, married Tyman Jansen.

Anneke Webber, born 1605, married first Jan Roeloff Roeloffson. Anneke Webber, born 1605, married second to Dominie Everardus Bogardus. The writer has not been able to distinguish between Wolfert Webber, and Wolfert Arnot Webber, as to their relationship, nor has he been able to ascertain the parentage of the latter.

A record has been found of a Wolfert Webber, and also an Arnot Webber, in connection with the tax lists of New York City in 1695 to 1699, and which tax lists are the earliest on record, and no authentic record having been found of any previous Webber, or their estate, on Manhattan Island these individuals were evidently descended from Wolfert Webber, born in 1602, and who was a brother to Anneke Jans Bogardus.

The following tax list transcriptions will be of interest to the present day Webber family descendants, as regards their family tradition concerning an unsettled Webber estate in New York City.

Many of the present day Webber family descendants are of the opinion that they were connected with the old Jans Bogardus family and the colonial estate of that family, but the writer has found no genealogical justification for this belief or tradition, except through later intermarriages, and not as an original, or a general proposition.

TAX LIST—December, 1695.

KEEPING OF THE POOR FOR SIX MONTHS

BOWERY WARD

Running north as far as the present Gramercy Park including the Bowery.

Wolfert Webber. 45 farthing. 11 pence. 1 qr.

Wolfert Webber, Assessor.

TAX LIST—1698.

For raising 994 pounds and three shillings for the purpose of maintaining soldiers at Albany, N. Y.

NORTH WARD

Located between Beaver, New, Prince, William and Wall streets.

Wolfert Webber. House. 25 farthing. 9 shilling 7 pence.

BOWERY WARD

For the same purpose as in the North Ward.

Wolfert Webber. 30 farthing. 11 shilling. 6 pence.

Arnot Webber. 45 farthing. 17 shilling. 4 pence.

It can be noted from the above enumerations, that there was a Wolfert Webber, and an Arnot Webber, and both living in New York City at that tax listing time, and that both of their estates were located in the Bowery Ward, and it can also be noted that the taxes of Arnot Webber, in the Bowery Ward, were greater than those of Wolfert Webber, thus indicating that his holdings were the larger.

In 1696, Wolfert Webber was assessed in the North Ward, and also in the Bowery Ward, while Arnot Webber was assessed in the Bowery Ward only. The house of Wolfert Webber was in the North Ward, it can be noted, while his estate, and also the estate of Arnot Webber, were located in the Bowery Ward, and the house of Arnot Webber was therefore located upon the land of his estate, according to the above quoted tax list, while the house of Wolfert Webber was located adjacent to his estate in the Bowery Ward. Wolfert Webber is shown as the Assessor in 1695, 1696, and 1698. He was evidently a nephew twice removed from Anneke Jans Bogardus.

No record has been found by the writer of any will of Arnot Webber, and no knowledge has been available to the writer as to where his estate was located, other than that it was somewhere in the Bowery precinct as above bounded.

No record has been found by the writer of ANY

Webber will, except of Wolfert Webber, the Assessor. His will is unregistered and reads as follows:

"In the name of God, Amen. April 15th, 1715, in the first year of the glorious reign of our sovereign Lord, King George the First, I, Wolfert Webber, of the Out Ward of New York, yeoman, enjoying good health yet, but being ancient, I make my well beloved son-in-law, Phillip Minthorne of the Out Ward, wheelwright, executor. All debts to be paid, and an inventory to be made. I leave to my daughter, Anneken, wife of Jacques Fonteyn, of Raritan, Somerset County, New Jersey, two pounds, ten shillings, as a preference for her birthright, whereby I do cut her off utterly from being my heiress at law.

"I leave to my granddaughter, Geertje Fonteyn, daughter of Jacques Fonteyn, a silver cup, of the value of eight pounds, for her being called after the name of my wife, Geertje Webbers, deceased.

"I do ratify and confirm the devise and bequest which I have willed and declared to the said Jacques Fonteyn, and his wife, Anneken, and to Phillip Minthorne, and Hillgard, his wife, each an equal part of my land at Poughkeepsie, in Dutchess County, containing and bounded as by the several writings may appear, and made March 7th, 1712, (a record of these mentioned writings were not located by the present writer.)

"I leave to Phillip Minthorne and his wife, Hillegard, all that my dwelling house and lot, orchard and pasture, with all that certain parcel of land at the Bowery, on the south side of Captain Blagg, joining the King's Farm, commonly called the Negro's Farm, about 32 acres, with all appurtenances, all the rest to my children equally."

Witness: John Conrad Codwise.
Peter De Reimer.
Isaac De Reimer.

The above quoted will was proved February 5th, 1717, at which time the witness John Conrad Codwise was dead.

The name of Wolfert Webber in connection with two important tracts of land in New York City is noted, namely, a large tract of low land extending from the Bowery, nearly to Cherry street, and known in history as Wolfert Webber's Meadows. There was a clear spring of water in the early day, between Mott and Mulberry streets, and from this spring, a brook wound its way through the meadows, and emptied into the East River, at what is now James Slip. This stream separated the Montgomerie Ward on the south, from the Out Ward on the north, and the Out Ward embraced at that time all of the remainder of Manhattan Island.

The farm left to his son-in-law, Phillip Minthorne, was well known in the latter days as the

Minthorne Farm. It was on the east side of the Bowery, and extended from First to Fifth streets, and its eastern boundary was Orchard street; therefore this farm was bounded as follows:—

On the east by Orchard street, on the south by First street, on the west by the Bowery, and on the north by Fifth street. The alley known as the "Extra Place," is in the south side of this tract.

Any effort to distinguish between the Webbers of that early day, is made confusing by the will of Henricus Selyns, Minister of the Dutch Reformed Church, in New York City, who willed to his cousins, Wolfert Webbers, Senior, and Arnot Webbers, Senior, 200 guilders, thus apparently proving that there were Seniors and Juniors by the names of Wolfert and Arnot at that time, but who the Wolfert was who made the above quoted will, as to senior or junior, the writer is unable to say. He could not have been the brother of Anneke Jans Bogardus, born in 1602, because he would have been 113 years old at the time that his will was dated.

The Wolfert Webber making the will before quoted, by the provisions of his will, disinherits his daughter Annekan, in his Manhattan estate, in favor of his favorite daughter Hillegard, and her husband, Phillip Minthorne. The land covered by the aforementioned will is the only Webber land on Manhattan Island, that the writer has been able

to locate. In connection with this Webber estate matter, it may prove interesting to state that Augustus Van Horn, (descended from Wolfert Webber apparently, through the marriage of an ancestor to Rachel, a daughter of Wolfert Webber of 1602) was a Trinity Church vestryman in 1792 and until 1797, and also that Mangle Minthorne was a church warden to Trinity Church in 1812.

CHAPTER THREE

THE REPUTED WEBBER FORTUNE IN HOLLAND

The subject of this historical review, namely, Annetje, or Anneke, Webber, daughter of Wolfert Webber of 1582, by his wife, Catherine Jonas Webber, as historically mentioned in the previous chapter, was born in 1605, and one biographer says that her birth took place in the King's Mansion, therefore, Anneke, so tradition tells us, displeased her Royal ancestor by marrying other than Royalty. Her grandfather, when making his will decreed that his estate be held in trust, and not administered until the seventh generation thereafter, and we will at this point, digress briefly regarding this Holland estate matter.

We have at present, principally family tradition and newspaper items to guide us regarding this estate in Holland, and its probable amount, if it is still existing at all. We do know, however, that Wyntie Sybrant Bogardus, the first wife of William Bogardus, left America and her young family, in 1666, and returned to Holland, ostensibly for the purpose of settling up the Webber estate in Holland, which, it is claimed, amounted to ten million dollars at that time. Wyntie Sybrant Bo-

gardus died in Holland, soon after her arrival there and without the estate being settled; at least no one of to-day is aware that it has ever been settled to the heirs.

The office of the Secretary of State of the United States, was asked, through one of our United States Senators, to handle this Holland estate matter for one of the Associations, directly with the State Department of Holland, in an effort to determine the present status of the case. The reply from our State Department was to the effect that the subject, being of a private or personal nature, the Government was not interested therein, and the case would have to be privately handled. The State Department, however, sent to the Association a pamphlet entitled "Estates in Holland," which contained information showing what was necessary to be done in locating an old will, which was the first step necessary toward recovery. This locating, the pamphlet said, was extremely difficult to do, after the lapse of a hundred or more years, because wills in Holland are not probated or recorded, as they are here, but when left in trust they are handled by an individual official during his lifetime, and then descended to his successor at the death of the first official handler; consequently, an old will must be located by advertising for the official who has the handling of it at the present time.

The pamphlet also stated, that, in 1852, the Orphans Chamber, to whom tradition tells us the Holland estate was left in trust, was succeeded (March 5, 1852), by a Commission, which was appointed according to an act of the States General, or Parliament of Holland and the duty of which Commission was to settle the claim against the estates of deceased persons, as well as against the government.

All of the funds heretofore under the care of the Orphans Chamber, or other officials, and undisposed of, passed into the custody of this Commission. The act also provided that for any sum not paid over, and which had been within the jurisdiction of the Orphans Court, the municipality in which it was appointed, should be still liable to any one establishing their right to it. The rules of this Commission required that all persons making demands for funds under its control, should make a full statement of the case in writing, with proofs of descent and identity. A receipt was given for the papers, and within two months the Commission announced its decision, and if adverse, the claimant had the right to appeal to the Courts.

The act also provided that as soon as practicable after its taking effect, an advertisement should be inserted in the official journal, known as the Staats Courant, notifying all claimants to any portion of the funds in their hands, to make demands

and proof. The second advertisement was to be inserted after six months from the first, and then after the lapse of five years from such second notice, all estate to which claim had not been established, should escheat or revert to the state.

This pamphlet received from the State Department at Washinton, D. C., also contained printed copies of letters from former United States Consuls at Amsterdam, and The Hague, Holland, and which letters said that there were no such estates in Holland as the "Webber" or "Anneke Jans," nor was there any such concern in Holland as the Bank of Holland, and which latter mentioned bank, tradition and newspaper items have been telling the descendants, succeeded the old "Orphans Chamber."

The writer having no funds in hand with which to make any Webber investigation other than through correspondence, had, as a matter of necessity, to take the afore quoted information from our State Department at Washington, D. C., as conclusive for at least the time being.

We will now revert back to 1605, and the subject of our review, namely, Anneke Jans Bogardus.

CHAPTER FOUR

ANNEKE JANS BOGARDUS

Anneke Webber, born in 1605, and the original subject of our review, whether because of her independent nature, or because of the reputed displeasure of her Royal ancestor, emigrated to America with her husband and young family in 1630, and the husband of Anneke, soon after their arrival in this country, adopted the usual Dutch custom as to his name, that is, taking his first name "Jan" and affixing thereto the Dutch derivative "sen" meaning "son" and taking his middle name for his first name, we therefore have Roeloff Jansen, the son of Roeloffson.

Roeloff Jansen, it appears, had a three year contract with the Patroon, Killian Van Rennsalear, the wealthy Director of the Dutch West India Company, and who had extensive estates up the Hudson River, near the present site of Albany, N. Y. Consequently, when Anneke and her husband arrived in America, they first located at Beverwyck, on the Hudson, and near Fort Orange, and which fort was named after the Prince of

Orange, and from whom it is said that Anneke was descended.

Roeloff Jansen busied himself upon the estates of Van Rennsalear, where he was employed at the rate of $72.00 per year. They remained there for three years, or during the period of his contract, and at the expiration of which time, they came to New Amsterdam, and arriving there in 1633.

History seems to be silent regarding the activities of Roeloff Jansen from 1633, when he first came to New Amsterdam, until 1636, when he obtained in the name of himself and Anneke, a land grant of 62 acres, from Wouter Van Twiller, the then Director General for the Dutch West India Company, and which 62 acres later became famous in history and litigation as the "Dominie's Bowery" or "Preachers Farm" and so called after the second husband of Anneke, namely, Dominie Everardus Bogardus.

Roeloff Jansen, after obtaining the 62 acre tract of land from Director General Van Twiller, did not long enjoy the fruits of his New Amsterdam possession, he having died in 1637, leaving Anneke, and four children, as mentioned in her will in 1663.

One biographer, however, states that five children were left by Jansen when he died, the last child being another Anneke, while another historian gives the name of his fifth child as Anna Maria, and who later married Christian Barentson Van

Horn, but this statement has not yet been verified, moreover, Anna Maria was not mentioned in the will of Anneke Jans Bogardus, therefore it is thought that Anna Maria was a daughter of Tyman Jansen, and his wife Marytje Webber Jansen, who was a sister of Anneke Jans Bogardus.

According to the Dutch law in force in the new colony, the grant having been made to Roeloff and his wife Anneke, made them owners in community, and if he died without a will, the widow would retain one-half, the other half being equally divided among his surviving children. The English law in force after the capture in 1664, would descend the children's portion to Jan, the son, and to the exclusion of the female heirs, however, the mother Anneke, exercised full control and ownership over the entire farm after the death of her first husband in 1637.

The children born to the first marriage of Anneke Jansen, were as follows:—Sarah, first married to Dr. Hans Kierstead, and to whom were born ten children namely: Jan, Roeloff, Anna, Blandina, Joachim, Lucas, Catherine, Jacob 1st, Jacob 2nd, and Rachel.

Dr. Kierstead died about 1667, and Sarah married the second time to Cornelius Van Borsum, and to whom was born one child, namely, a daughter Johannah, who married a Doremus.

Catrina or Catherine, was the second child of Anneke Jansen, and Catrina was first married to

Lucas Rodenburg, and they had one child, namely, a daughter Lucretia. Catherine was married the second time to Johannes Van Brugh, (who was the prime mover in the famous transport of 1670 hereinafter prominently mentioned) and they had five children as follows:—Helen 1st, Helena 2nd, Catherine, Peter and Maria.

Fytje Roeloffson, the third daughter of Anneke Jansen, was married to Peter Hartgers. Fytje Roeloffson Hartgers died some time prior to the death of her mother, Anneke, who died in 1663; Fytje left two daughters, Jannetje and Rachel.

Jan Roeloffson, the fourth child, and the only son of Anneke Jansen by her first husband, was killed by Indians, dying a bachelor.

Anneke Jansen did not long remain a widow, and in 1638, was married to her second husband, Dominie (Preacher) Everardus Bogardus, who came from Holland in 1633, upon the same ship that brought over the Director General Wouter Van Twiller. Dominie Bogardus was the first preacher sent to the new colony by the Dutch West India Company, who had agreed to furnish the colonists with a preacher and a schoolmaster.

With the marriage of Everardus Bogardus with the widow, Anneke Jansen, he thus, in addition to his clerical duties, assumed the cares of a landed proprietor, not only with regard to the 62-acre "North," or Hudson River Farm, which soon came

Jan (De Goyer) son of the famous Anneka Janse, removed from Albany to Schenectady about 1670, in which year he accidentally killed Gerrit Verbeeck in the former place, for which he was pardoned by the Governor. His lot in Schenectady, was on the north side of Union street 100 Amst.ft. west of Ferry, the same lot now owned by Mr. Giles Y. Van der Bogart; this he sold to Jan Pootman, his neighbor on the east, reserving a life interest in the same for himself and wife. On the fatal night, Feb.8,1690, both were slain with their wives. Roeloffse left no children.

Lourens, and Elizabeth Bernhart, Ch: Carel, bp. Feb.13,1785; Cornelius, b. Nov.25,1786.
(Pearson. Genealogies of the first settlers of Schenectady, p.152.)

Until 1858 it was generally believed that Everardus Bogardus was the first clergyman to undertake spiritual ministrations to the colonists in New Amsterdam, but in that year, through the researches of J.J. Bodel Nijenhuis, a letter was discovered in the archives at The Hague bringing information to light which is indisputable.

The manual of the Dutch Reformed Church of America, 1628 contains the information that Jonas Michaelis was a preacher in New Amsterdam at tha time; but this statement could not be verified until the autograph letter of Michaelis was found and transmitted by the American Minister, the Hon Henry C. Murphy, who was stationed at The Hague in 1858.

It is not known how long he (Michaelis) remained in New Amsterdam but probably about three years. He was at that time a man of middle age and had entered the University of Leyden as a divinity student in 1600. He had preached in North Holland and had been sent as a minister to San Salvador.

When the Dutch captured the Portuguese possessions on the northeast coast of South America-Guiana-he was transferred to that country. In 1627 he returned to the Netherlands, and in January of the next year he again crossed the

Atlantic to go to New Amsterdam-

That Michaelis was an earnest, devout and patient minister of the Gospel, striving against uncommon hardships in a colony, the letter clearly portrays. It is dated August 11, 1628, and is addressed to the Reverend Adrian Smoutius, one of the ministers of the collegiate churches of Amsterdam.

(Gray. Ancestors and descendants of General Robert Bogardus.)

to be known as the Dominie's Bouwerie, but also, according to J. H. Innes, in his book, "New Amsterdam and Its People" (page 16) as to another and less convenient tract which the Dominie and his wife had acquired. This tract, says Innes, was situated some three or four miles up the East River, and at the mouth of Mespats Kill or Creek. Innes further states that this tract covered about 130 acres of upland and meadows, valued for the supply of salt hay for the horses and cattle. The Dominie leased out this land as early as 1642, though no house had been erected upon it up till that time. This tract, says Innes, acquired the name of "Dominie's Hook," and is now occupied by the dismal suburb called Hunter's Point. More will be said about this tract of land later on, as a result of investigations and research, bceause it has also been the subject of litigation.

Everardus Bogardus, being himself a man of somewhat authority because of his ministerial position, did not get along very well with Director General Kieft, who had succeeded Van Twiller; consequently, the Dominie set sail for Holland in 1647, for the purpose of laying some complaints before the Staats General, the governing body of Holland, and as before said, a body similar to the House of Parliament.

The ship's helmsman mistook the channel on the other side of the ocean; the ship foundered, and the Dominie and several others were drowned, and

thus Anneke was left a widow the second time, and with four more children, as follows:—(1) William Bogardus, born Nov. 2, 1638; married first to Wyntie Sybrant, and to whom were born three children, as follows: Everardus, who died in infancy; Fytje, (of whom the writer has no knowledge as to her marriage or issue); Annetje, who, in 1682, was married to Jacobus Brower. As previously stated, Wyntie (Sybrant) Bogardus died in Holland, where she had gone—so tradition tells us—for the purpose of settling the estate of the Webber family, from which family she was descended through Sarah, a daughter of Wolfert Webber, the first. William Bogardus was married second, to a Dutch widow, named Walburg De Sales, or Salee, and they had five children, as follows:—Cornelia; Everardus, who married Tatje Hoffman; Maria and Lucretia (twins); Blandina, who married Theo. Elsweart. (2) CORNELIUS, born in 1640 married Helena Teller. They had but one child, Cornelius, 2d., who married Rachel DeWitt. Cornelius 1st died in 1666, leaving his son less than three years of age. In the purported conveyance of the 62-acre tract—hereinafter more specifically treated—from the heirs of Anneke Jans Bogardus, to the British Governor Colonel Francis Lovelace, in 1670, it can be noticed from the wording, that no transfer or conveyance was entered into by the mother, or any guardian or administrator, for the share of herself and her son,

Cornelius the second, that descended to them from Cornelius 1st, of his birthright in the 62-acre tract known as the "Dominie's Bowery," and this episode has been the subject of past litigation. (3) Jonas, born in 1643, and died a bachelor. (4) Peter, born in 1645; married Wyntie Cornelia Bosch. They had eight children, as follows:—Marritie; Rachel; Ephriam; Wyntie; Peter; Hannah; Catherine; Anna.

For the benefit of those who are not very familiar with their earlier genealogy, we will revert back for a short time to Anneke Bogardus, who in 1682 married Jacobus Brower, and from whom there are descended many prominent families. Their children were as follows:

1. Sybrant—married Sarah Webber.
2. Jacob—married Patronella de la Montanyea.
3. William—.
4. Everardus—married Cornelia De Lanoy.
5. John—married Ann Lozier.
6. Adolphus—married Fanachie Pardon.
7. Ann Elizabeth—Jacob Quackenbush.
8. Adam—Deborah Allen.
9. Peter—Elizabeth Quackenbush.
10. Wyntie—.
11. Magdaline—John Drake.

In 1652 Governor Peter Stuyvesant, the last Dutch Governor of the colony of New Amsterdam, confirmed the 130-acre tract of land to the widow,

which tract of land was owned jointly by Anneke, and Everardus Bogardus, prior to his death. In 1657 Anneke, the widow, sold a house, in all probabilty the one erected as a parsonage, near the Battery, and which was occupied by them and their family up till 1647, when Everardus left for Holland. After the sale of this house to one Wessels, Anneke Jans Bogardus moved back to Beverswyck territory, near the scenes of her earlier married life in America, and she died in Albany, N. Y., in 1663, Governor Stuyvesant having in 1652 confirmed to her the 62-acre tract, left her by her first husband, Roelof Jansen.

The will of Anneke Jans Bogardus is dated January 29, 1663, and is on file at the office of the Secretary of State of the State of New York, at Albany, it is said. This will has never been lost, notwithstanding several newspaper items in 1923, to the effect that her will had been found, and was to be used as a basis for new action toward recovery of former lands, for present day descendants. Her will was executed before a Notary, and according to the Dutch customs. The provisions of her will should be carefully noted in connection with subsequent events.

The will of Anneke Jans Bogardus is as follows:

In the name of the Lord, Amen. Know all men by these presents that this day, the 29th of January, 1663, in the afternoon, about four o'clock,

appeared before me, Derek Schelluyne, Notary Public, in the presence of witnesses hereinafter mentioned, Anneke Jans, a widow of Roeloff Jans of Masterland, Holland, and now lastly widow of the Rev. Everardus Bogardus, residing in the village of Beverswyck, and well known to us Notary and witnesses, the said Anneke Jans lying on her bed in a state of sickness, but perfectly sensible, and in the full possession of her mental powers, and capable to testate in a sound state of mind, we can fully testify the same. Anneke Jans, considering the shortness of life, the certainty of death, and the uncertainty of the hour or the time, she, the said Anneke Jans, declared after due consideration, without any provocation, persuasion, compulsion or retraction, this present document to be her last will and testament in manner following.

First of all recommending her immortal soul to Almighty God, her Creator and Redeemer, and consigning her body to christian burial, and herewith revoking and annuling all prior testaments, dispositions of any kind whatsoever, and now proceeding anew, she declared to nominate and institute her sole and universal heirs, her children, namely, Sarah Roeloffson, wife of Hans Kierstead; Catherine (Catrina) Roeloffson, wife of Johannes Van Brugh, also Jannetje and Rachel Hartgers, the children of her deceased daughter Fytje Roeloffson, during her lifetime the wife of Peter Hart-

gers, representing their mother's place, also her son Jan Roeloffson, and finally Wilhelm, Cornelius, Johannes (Jonas) and Pieter Bogardus, and to them do bequeath all of her estate, chattels, credits, monies, gold, silver, coined and uncoined, jewels, linen, woolens, household furniture, and all property whatsoever, without reserve or restriction of any kind, to be disposed of after her decease, and divided by them in equal shares, to do with the same as their own will and pleasure, without any hindrance whatsoever, provided nevertheless, with this express condition and restriction, that her four first born children shall divide among them, out of their father's properties, the sum of one thousand guilders to be paid to them out of the proceeds of a certain farm, situated on Manhattan Island, bounded on the north (Hudson) River, that before any other dividend takes place, and as these three children at the time of their marriage received certain donations, and as to Jan Roeloffson, is yet unmarried; he is to receive a bed and milch cow, and to Johannes (Jonas) and Pieter Bogardus, she gives a house and lot, situate to westward of the house of her the testatrix, in the village of Beverswyck, going in length until a bleaching spot, and in breadth up to the room of her, the testatrix house, besides a bed for both of them, and a milch cow to each of them, the above to be an equivalent of what the married children have received, finally,

she, the testatrix, gives Roeloff Kierstead, the child of her daughter Sarah, a silver mug, to Annetze Van Brugh, the child of her daughter Catherine, a silver mug, and to Jannatje and Rachel Hartgers, the children of her daughter Fytje, a silver mug each, and to the child of William Bogardus named Fytje, also a silver mug.

All of the donations to be provided for out of the first monies received, and afterwards, the remainder of the property to be divided and shared as aforesaid. The testratrix declares this document to be her only true last will and testament, and desiring that after her decease, it may supersede all other testaments, codicils, donations or any other instrument whatsoever, and in case any formalities may have been omitted, it is her will and desire, that the same benefit may accrue, as if they actually had been observed, and she requested me, notary public, to make one or more lawful instruments in the usual form, of this, her last will and desire.

Signed, sealed and delivered at the house of the testatrix, in the village of Beverswyck, in New Netherland, in the presence of Ruth Jacobus Schoonderwurt, and Evert Wendell, witnesses.

This is the X mark of Anneke Jans by her own hand.

(Signed) D. V. Schelluyne,
Notary Public.

Witnesses.
Rutger Jacobus,
Evert Jacobus Wendell.

The foregoing quoted will is quite important to a fuller understanding of subsequent legal events, as set forth in this present work of review, for instance, the lawyers for the defense in the trial of the heirs of Anneke Jans Bogardus, against the Trinity Church Corporation in 1840 and thereafter, interpreted the will of Anneke as being impossible of fulfillment, until the land of Roeloff Jansen, bounded on the North (Hudson) River (The 62-acre tract or the "Dominie's Bowery") had been sold, and consequently the joint conveyance of 1670, from all the heirs, except the share of Cornelius Bogardus, the first, was made to Colonel Francis Lovelace, it was claimed, and Colonel Lovelace at that time was the British Governor, acting for the Duke of York in America, and the Duke being a brother to the King of England at that time.

It has been previously requested by the present writer, that the provisions and stipulations of the will of Anneke Jans Bogardus be carefully studied, so that the reader might either verify, or contradict the contentions of the defense lawyers as above referred to, and thus satisfy their own minds on this point. However, your attention is here called to the following quoted historical information of an additional and conjunctive nature, and transcribed from books and records found in the libraries of New York State.

Vital Statistics

Anneke Jans Bogardus & Estate.

Roeloff Jansen, of Masterland, Holland, arrived in America on the ship Eendracht in 1630. With him came his wife Annetje, and their three children, namely, Sarah, Catrina and Fytje. As regards the tradition common among the descendants of Annetje and Roeloff Jans, that she had the right to claim descent from the uppermost family of Holland, namely, her grandfather being no less a person than the founder of the Dutch Republic, William of Nassua, Prince of Orange, but Ruth Putnam, in her pamphlet, "Annetje Jans Farm" (Half Moon Series) volume 1 and page 64, goes so far as to say, in regard to the traditional descent from Royalty, as follows:

"A careful search in Holland, both in public archives, and in those of the Nassua family, has shown that this tradition is wholly without foundation. Annetje Jans came from a respectable family of village folks, her mother being a professional nurse or midwife, who sought and obtained employment in that capacity, from the Dutch West India Company, and she either came to America with Annetje, or followed her shortly afterward."

The statement of the above quoted writer that the mother of Anneke Jans Bogardus was a mid-

wife, is irrelavent, and in contravention to the above quoted statement of Ruth Putnam, it can be said that an examination of the genealogy of the Webber family, heretofore given, and from which family Wolfert Webber, the father of Annetje Webber, who later became Annetje Jansen, and still later became Anneke Jans Bogardus, is evidently descended, shows that this particular Webber line is descended from the Prince of Orange, through the FATHER, and NOT THE MOTHER, or in other words, the descent of Anneke Jans Bogardus comes through her father and not her mother, therefore, it matters not as to the employment of her mother.

On page 68 Miss Putnam, in her aforementioned book says, "two more children were born to Annetje and Roeloff Jansen, namely, Jan and another Annetje. Jan took his father's name reversed, as it were, and became Jan Roeloffson."

Present day Van Horn descendants claim that this fifth child Annetje, was the Anna Maria Jansen that the original Van Horn in America married, and consequently they claim lineal descent from Anneke Jans Bogardus, through this marriage, and there is a church record in New York, setting forth the marriage of Anna Maria to Van Horn.

On page 81 of Miss Putnam's book before mentioned, we find the following statement:

"When the news arrived that the Princess had gone down in 1647, and Dominie Everardus Bogardus had been drowned, Annetje decided to return to Rennsalearswyck territory, the site of the first home that she had known in America."

The Dominie Megapolensis was then in charge of the church at the colony of the Patroon Van Rennsalear, and he wrote in part as follows to the Classis of Amsterdam, his letter being dated on August 15th, 1648:

"After the Lord God had been pleased to cut short the thread of life of Dominie Bogardus, late preacher at Manhattan, by shipwreck, his widow came to Fort Orange, in the colony of Rennsalearswyck, to make a living here.

"She has NINE (9) living children, as well from her former husband, as from Dominie Bogardus, and besides this she is burdened with considerable debt."

George Washington Schuyler, in his work on "Colonial New York," volume 1 and page 238, names the five children by the first marriage as follows:

Sara, Tryntje (Catrina) Sytje (Fytje) Jan and Annetje, and on page 340, Mr. Schuyler further states as follows:

"Annetje Roeloffs, youngest child of Anneke Jans, by her first husband, probably died young, as nothing is known of her after 1642, and she was not mentioned in her mother's will."

As to this statement of Mr. Schuyler's, it is well to note the date of the above quoted letter from Dominie Megapolensis to the Classis of Amsterdam, and which letter says that she had nine living children in 1648, therefore, Annetje evidently died between 1648 and 1663, the latter year being the date of the will of the mother referred to by Mr. Schuyler. In further reference to this matter, it can be said that Marytje Webber, sister of Anneke Jans Bogardus, married Tyman Jansen, thus producing another line of Jansen's and Anna Maria Jansen, who married a Van Horn, may have been descended from Tyman Jansen, however, such being the case, the present day descendants would be claimants to the share of Marytje Webber, the mother, of her share in the traditional Holland estate, while if it could be established that Anna Maria was Annetje, the fifth child by the first marriage of Anneke Jans, the descendants (Van Horn line) would be claimants to the Anneke Jans Bogardus estate in New Amsterdam, as well as to her share of the Holland estate.

In either event, and regardless of any old estate considerations, the Van Horn line can trace back to the same ancestry as Anneke Jans Bogardus, through Wolfert Webber, the father of Anneke and Marytje Webber, it seems.

Real Estate of Anneke Jans Bogardus

The parsonage near the church in New Amsterdam, where Dominie Everardus Bogardus officiated (now the Battery) and where the family lived for several years, and probably until about 1657, was sold by the widow to one Wernaan Wessels. (See Appletons Cyclopedia of Biology, Volume 1 and page 350. See also Manual for 1861 and page 596.)

Another lot in New York City, with a dwelling thereon, and situated it is believed, near the present site of the South Ferry, and owned by the widow at the time of her death, was sold on October 1st, 1672, to Andries Claesen. The deed is recorded in Book of Records in City Library 1665, to 1667, and pages 231 and 232. (See Appleton's Cyclopedia of Biology, Volume 1.)

At Albany, N. Y., the widow owned a lot on the north side of Yonkers street, and which is now the site of the Merchants and Farmers Bank, and the disposal of this property will be mentioned herein, and later on.

The will of Anneke Jans Bogardus is written in Dutch, and it is dated January 29th, 1663, and it is among the notarial papers in the Clerk's office at Albany, N. Y.

No executors to her will were appointed and no inventory of record has been found. Her will has

never been administered according to the laws of the State of New York.

The last attempt to have her property administered was made in the City of Albany, N. Y., by Rynear Van Glosen, in 1877.

All he was able to show before the Surrogate was a family Bible, containing a record of births, marriages and deaths, also a pair of earrings, which he claimed had been worn and had belonged to Anneke Jans Bogardus.

The Surrogate held that the evidence produced was not sufficient to warrant him in issuing Letters of Administration, also that there was no proof of her death on file, nor was there any proof of her residence in the City of Albany.

Van Glosen carried the case to the Court of Appeals, but that body sustained the Surrogate. These matters and incidents are mentioned now, because they may prove pertinently interesting to the reader later on in this review.

The estate of Anneke Jans Bogardus, other than as previously mentioned, consisted of the household furniture at Albany, the wearing apparel and jewelry of the testatrix, a farm of 130 acres, claimed later to have been located on Long Island, near Hellgate, and known as the "Dominie's Hoeck," and in addition to this, was an 84-acre farm on Long Island near Hallett's Point, and lastly was

the 62-acre farm on Manhattan Island, and known as the "Dominie's Bowery."

No administrator having been provided for in the will of Anneke Jans Bogardus, the heirs soon began to administer the estate of their late mother, and they sold the house on Yonkers street, Albany, N.Y., to Dirk Wesselse Ten Broeck, for 1,000 guilders in beavers, and payable in three installments. The contract was made June 21st, 1663, and shortly after the death of the mother, and the deed was given in July, 1667, after confirmation of the first English Governor, Richard Nicolls had been made to the heirs.

With the sale of this house and lot, the heirs were in possession of sufficient means to pay off the minor legacies of their mother's will, as well as to pay the 1,000 guilders to the four children by Roeloff Jansen and to which they were entitled, according to the will of their mother. (See Colonial New York, by Schuyler. Volume 2 page 246.)

A farm consisting of 130 acres, and located on Long Island, and which belonged to Dominie Bogardus in his life time, was sold, it is said, in 1697 to Pieter Praa, and the only grantors named in the deed are Johannes Van Brugh, a son-in-law of Anneke Jans Bogardus, and Johannis Kip, a grandson to Anneke Jans Bogardus, through his marriage to Catrina Kierstead, who was a daughter of Sarah, the first daughter, who married Dr.

Hans Kierstead. This property passed from Pieter Praa by will, and it is now a part of Union College grounds, says Mem. Hist. of N. Y., pages 449 and 487.

Regarding the 84-acre farm on Long Island, near Hallet's Point, Astoria, no record of its disposal has been found other than as mentioned in Riker's History of Newtown, and page 37.

As regards the only other real estate not heretofore mentioned as being disposed of, namely, the 62-acre farm on Manhattan Island, and known as the "Dominie's Bowery," it may prove pertinent to transcribe the following:

"Above the settlement (New Amsterdam) there were 6 farms or "Bouweries" laid out on the island, and the one nearest to the Fort on the Hudson River side of the island, was called the "Company's Bouwerie" and it was reserved for the use of the Director General. The farm immediately north of this, and consisting of about 62 acres, was conveyed to Roeloff Jansen and his wife, upon their arrival from Renssalearswyck.

This Jans farm was a queer irregular tract of land. West of the present line of Broadway, there arose a hill called Kolch Hoek, or Chalk Hook, and the farm of Roeloff lay around the base of this elevation, and somewhat in the form of a badly shaped figure 8, with rather a long neck between the two circles. The southern boundary of this farm

was about Warren street, the northern boundary was about Watts or Canal street, while the strand or river line was at the present Greenwich street. There were about 62 acres in all, but a portion was marshy, while nearly all was uncleared (in 1636.)

(See Annetje Jans Farm. By Putnam. Vol. 1, pages 72 and 73.)

CHAPTER FIVE

THE CAPTURE OF NEW AMSTERDAM BY THE BRITISH IN 1664

In 1664 the King of England claimed all of the territory of the New Netherlands because the Cabots, in the employ of the British government, had previously explored the Atlantic Coast. The King gave the territory to his brother, the Duke of York, and the Duke saying nothing to the Government of Holland, fitted out an expedition of four ships and sent them under command of Richard Nicholl, as his Captain General, to take possession of his newly acquired territory, and in August, 1664, the conquest was made, and a surrender effected from the Dutch Governor, Petrus Stuyvesant, and without a shot being fired.

The Dutch were not to be disturbed in their possessions.

The Articles of Capitulation were 23 in number, and they were drawn up on August 27th, 1664, as between the New Netherlanders and the British, and they were signed at the Governor's Bowery, New York City, the town of New Amsterdam having been named New York City, after the cap-

ture of it by the British, and in honor of the Duke of York.

Articles three, eight, eleven and seventeen are important in connection with the subject in hand, and these Articles read as follow:

Article III—All people shall continue full denizens, and shall enjoy their lands, houses, goods, whatsoever they are within this country, and dispose of them as they please.

Article VIII—The Dutch here shall enjoy the liberty of their conscience in divine worship and church discipline.

Article XI—The Dutch shall enjoy their own customs concerning their inheritances.

Article XVII—All differences of contracts and bargains made before this day, by anyone in this country, shall be determined according to the manner of the Dutch.

The Articles were signed by John De Decker, Nick Verleet, James Coussan, Sam Megapolensis, Cornelius Steenwick, Aloffe S. Van Kortlandt, Robert Carr, George Cartaret, John Winthrop, Sam Willys, Thomas Clarke and John Pinchon.

The Articles were agreed to by the British Governor as follows:

I do consent to these Articles,
(Signed) Richard Nicholls,
Deputy Governor To His Royal Highness.

The Articles of Capitulation were disagreeable

to the Dutch Governor, Petrus Stuyvesant, and he refused to ratify them until two days after they were signed by the Commissioners.

The Dutch were required to take an oath of allegiance to the King of England, and also to take out grants of confirmation for their land possessions, and pay fees therefor to the British Governor, and consequently on March 27th, 1667, Governor Nicholls confirmed to the heirs of Anneke Jans Bogardus, the 62-acre tract of land, known as the "Dominie's Bowery" and in words as follows:

Confirmation of the 62 Acre Tract.

"Whereas, there is a certain parcel of land lying on this island of Manhattan, toward the North River, which in the year 1636 was the land and bowery of Anna Bogardus, to whom and her husband, Roeloff Jansen, it was granted by the then Dutch Governor, Walter Van Twiller, at which time the said Roelof Jansen first began to manure the land and to build thereon, the limits whereof did then begin from the fence of the house by the strand side, so running northeast to the fence of Old Jans Land. It is in length 210 rods, then going along the fence of the said Old Jans Land southeast, it reaches to a certain swamp, and is in breadth one hundred rod, and striking along the swamp southwest, it is in length one hundred and sixty rod, and from the swamp to the strand going west, it is in breadth fifty rod. The land lying on the south side of the house to the fence of the land belonging to the Company, (Dutch West India) and so to the east side, begins at the fence and goes south to the posts and rayles of the Company's land, without any hindrance of the path, it is in breadth sixty rod. In length on the south side along the posts and rayles, one hundred and sixty rod. On the east side to the entrance of the

Chalk Hooke in breadth thirty rod, and along the said Chalkie Hook, on the north side of the fence of the land before mentioned, going west is in length one hundred rod, amounting in all to about 62 acres, for which parcel of land, Anneke Jans, the widow and relict of Dominie Everardus Bogardus, had heretofore a patent on the ground brief from the Dutch Governor, Petrus Stuyvesant, bearing date of July 4th, 1654. How far a confirmation was to the children and heirs of the said Anneke Jans Bogardus, in their possession and enjoyment of the premises, know ye that by virtue of the commission and authority unto me given by His Royal Highness, I have satisfied, and by these presents, do ratify, confirm and grant unto ye children and heirs of Anneke Jans Bogardus, deed to aforesaid parcel of land and premises, with all and said singular appurtenances, to have and to hold the said parcel of land and premises, unto ye children and heirs of the said Anneke Jans Bogardus, their heirs and assigns, with the papers used, and behoofs of the said heirs and assigns forever.

Dated the 27th day of March, 1667.

(Signed) R. Nicoll, Governor.

It can be noted that the above quoted confirmation specifically states that the land was "lying on this island of Manhattans."

It can also be noted that there are two parcels of land mentioned in the confirmation, and it is not possible, at the present time, to accurately locate the exact lines of these two tracts, as regards present day streets, however, this can be approximately done with a fair degree of positiveness. Hoffman, in his book, "Estates and Rights Of The Corporation of New York," Volume 2 and page 181, is of the opinion that the southern boundary line of this 62-acre tract was also the northern boundary of the "Company's Farm" and which was between the present Warren and Chambers streets, the northern boundary line (Old Jans Land) was near Watts street (see page 186) and it would seem that this tract was somewhat separated on the river front, by the outlet into the North River of the drainage from the swamp that is mentioned in the descriptive confirmation. This outlet is supposed to have been where the present Canal street reaches the river, however, these boundary lines are more specifically and particularly set forth hereinafter, in the bill of complaint of the heirs of Cornelius Bogardus, the first, against the Trinity Church Corporation. (Trial of 1840 to 48.)

Confirmation of the 130 *Acre Tract*

Another important document having a direct bearing upon this estate matter, is another confirmation to the children of Anneke Jans Bogardus by Governor Nicoll, of the 130-acre tract of land and which Senator Furman, as a lawyer for the defense in the trial of Humbert and others, against the Trinity Church Corporation in 1838, contended in his plea before the Court For The Correction Of Errors, did not exist on Manhattan Island, because he could not locate Messpats Kill or creek thereon, and he established this creek and land as being situated on Long Island. It can be noticed from the following quoted confirmation, that the land was "surrounded by the kill, and on the west by the river." Long Island lies east and west, and it is bounded on the north partly by the East river, and partly by Long Island Sound. However, the plea of Senator Furman will be treated more in detail later on in this book. The confirmation of this tract of land was read in evidence at the trial of Bogardus versus Trinity Church, held December, 1846, and January and February, 1847, and this matter will be more specifically set forth hereinafter.

The confirmation reads as follows:

"Confirming a grant to children and heirs of Anneke Jans Bogardus, of a patent or ground brief, from the Dutch Governor, Petrus Stuyvesant, dated November 26th, 1652."

"Whereas, there is a certain parcel of land lying on the north side of Messpats Kill, upon a neck of land, commonly called, or known, by the name of "Dominie's Hook," beginning at Pieter Andrison's fence, so to run two hundred and five and twenty rods, on both sides, having in breadth on the south side, one hundred and seventy-five rods, and on the north the like quantity, being surrounded by the kill, and on the west by the river, amounting in all to about 130 acres, and three hundred seventy five rod, for which said parcel of land, Anneke Jans, the widow, and relict of Dominie Everardus Bogardus, had therefore a patent or ground brief from the late Dutch Governor, Petrus Stuyvesant, bearing date of November 26th, 1652.

(Signed) Richard Nicoll,
Governor.

It can be noted that this particular confirmation does not state whether this land was located on Manhattan or Long Island, and in consequence, and as before stated, it was made to appear as being on Long Island, however, Messpats Kill or Creek, seems to be a mistranslation from the

Dutch of Mespachtes Kill, the latter being a creek that drained the swamp Chalkie Hook to the north, to about the present location of Canal street, and thence west to the Hudson River.

It can be noted that the confirmation states that this 130-acre tract of land was on the north side of Messpats Kill, or to the north of the present Canal street, in other words, and bounded on the west by the river, and these boundaries are impossible on Long Island it seems, but they are possible on Manhattan Island, with the above mentioned Mespachtes Kill, on the south line of the land, and the Hudson River on the west thereof. This theorizing is in keeping with the reproduction of a blue print map, in the possession of the writer, the original of which the writer saw in the east in the summer of 1923, and which original showed that the 130 and 62-acre tracts were adjoining and connected, which is in keeping with the charges in the bill of complaint of Jonas Humbert, in his trial against Trinity Church, and the proceedings of which are hereinafter set forth.

Death of Cornelius Bogardus

An incident somewhat previous to the aforementioned confirmation of the 62-acre tract of land, and which is of historic importance, as well as legal, in connection with this review, was the death of Cornelius Bogardus, the first, he being the second born son of Anneke Jans Bogardus, by her second husband, Dominie Everardus Bogardus. Cornelius died in 1666, leaving a widow, Helena Teller Bogardus, and an infant son, Cornelius Bogardus, the second, who later married Rachel DeWitt.

It will be noticed hereinafter, that neither the mother of Cornelius the second, nor any of his uncles or aunts, nor any one acting as guardian or administrator, signed or entered into the conveyance, for his mother or himself, of his birthright in the 62-acre tract of land, that is claimed the other heirs sold to Colonel Francis Lovelace in 1670, Colonel Lovelace at that time being the colonial Governor for the Duke of York.

Title therefore, from the heirs of Anneke Jans Bogardus, to Colonel Lovelace, was not absolute or complete, or clear, or perfect it would appear, inasmuch as all of the heirs were not represented in

the instrument, consequently, and from the standpoint of later day reasoning, at least, the title was not clear and perfect in the Duke of York, when later this land was confiscated for him, from Colonel Lovelace, as is historically claimed, nor clear and perfect in Queen Anne, when at the death of the Duke of York, her brother, the land reverted to her, and later it was incorporated as a part of the Queen's Farm in the grant to the Trinity Church Corporation in 1705, the same faulty and imperfect title following throughout, according to analysis and deduction.

The transport, or conveyance from the heirs of Anneke Jans Bogardus, except Cornelius, the first, reads as follows, and the two dates given as to years, mean the old and the new calendar. It appears that Johannes Van Brugh, a son-in-law of Anneke Jans Bogardus, was the prime mover in this matter, and Johannes at that time was an under official of Colonel Lovelace, acting in the capacity of Orphan Master.

"Anno 1670-71, March 9th. Have (did) Johannes Van Brugh, in right of Catrina Roeloss, his wife, and attorney of Pieter Hartgers, William Bogardus for himself, and his brothers Jan Roeloffson and Jonas Bogardus, and Cornelius Van Bursum, in right of Sarah Roeloss, his wife, and by assignment of Pieter Bogardus, all children and lawful heirs of Annetje Roeloss, late widow of Dominie Bogardus, deceased, for a valuable con-

sideration, transported and made over unto the Right Honorable Colonel Francis Lovelace, his heirs and assigns, their farm, or bowery, commonly known or called by the name of Dominie's Bowery, lying and being on Manhattan Island, towards the North River, the quantity of ye land amounting to about 62 acres, as in the former ground brief from Governor Stuyvesant, bearing date of the fourth day of July, 1651, and the confirmation thereupon from Governor R. Nicoll, bearing date of March 27th, 1667, is more specifically set forth which transport was signed by them, and acknowledged before the Alderman, Mr. Olaf Stevenson, — Cortlandt, and Mr. John Lawrence."

The foregoing quoted transport was produced as a copy of the original, at the trial of Humbert against Trinity Church, and the copy was attested to as a true copy, taken from Lib. No. A, of transports begun in 1665, page 122, in the Clerk's Office of the City and County of New York, and certified to by Clerk Benson, as a correct or true copy.

The foregoing quoted sale or conveyance was necessary, it was claimed by opposition attorneys, in subsequent trials, in order to carry out the provisions and specifications of the will of Anneke Jans Bogardus, but why seven-eighths of the tract was conveyed, or why the share of Cornelius Bogardus, the second, and his mother, was not transferred, is not known. Some later writers and com-

mentators, have tried to account for this omission from the standpoint of theory and supposition, but the fact remains nevertheless, that the birthright of Cornelius Bogardus the second, and inherited from the estate of his father, was not sold or conveyed, or transferred, in 1670 with the other heirs, or since that time, as a matter of record.

As further regards the joint conveyance in 1670, and which bears no signatures of any of the reported conveyors, so say those who have seen the document, we find that a committee representing the Trinity Church Corporation, introduced this document through the following quoted letter.

New York, December 2nd, 1785.

Gentlemen:

"We take the earliest opportunity of communicating to you, the inclosed copy of the record of a transport to Governor Lovelace, of Dominie's Hook, from the heirs of Anneke Bogardus, and to which, though afterward granted by government to Trinity Church, you now claim to have inherited from them. Time and long uninterrupted possession had, it seems, worn away the memory of this transfer, and the evidence of it would probably still have remained dormant, if Mr. De Hart, who is deeply interested in your claims, had not ACCIDENTALLY DISCOVERED THIS RECORD, and, from a regard to justice, which does him great honor, made it known."

The above quoted letter was addressed to certain agents for the heirs of Anneke Jans Bogardus, and the letter was signed by James Duane, John Jay, William Duer, John Rutherford, James Farquhar, as a committee of Trinity Church for managing their controversy with the heirs of Anneke Jans Bogardus.

It can be said that the committee signing the above quoted letter were all Trinity Church Wardens and Vestrymen, and their act in addressing the letter to the agents for the heirs, was repudiated at a later trial, and their authority to so act was denied, because Trinity could not substantiate the authenticity and reliability of the joint transport, at that late date, moreover, the document carried with it, no clear title in fact, and claim was at that time, and that trial, made, that Trinity's title was derived through the so called "Queen Anne Grant," of 1705, and which grant was likewise a disputable proposition, as may be later inferred, the original of which bore no signature or seal of Queen Anne, or her representatives, it is said.

In reading the foregoing quoted letter, it should be noted that it is stated therein that the copy of the transport produced, covered the "Dominie's Hook," which was the 130-acre tract, and not the 62-acre tract, and the latter mentioned we will now treat in detail historically as regards leases, etc.

Vital Statistics "Dominie's Bowery" or "Preachers Farm."

After the second marriage of Anneke Jans to the Dominie Everardus Bogardus, we find that he assumed the management of her estate left to her by her first husband, Roeloff Jansen.

In May, 1639, Dominie Bogardus rented the 62-acre farm to Richard Brudnell, for a tobacco plantation, and at a yearly rent of 350 pounds of tobacco. In 1642, the farm was let to Rufus Barton for a term of five years, and at the nominal rent of two capons per annum. This transaction ran for some time, then we find that before 1651, there had been another change of tenants, and Egbert Wauterson was given the tenantcy, and he had planted corn and pumpkins, it is noted.

In November, 1651, Govert Lookermans, Hans Kierstead, (son-in-law of Anneke Jans) and Peter Hartgers, (also son-in-law of Anneke Jans) noted as "all relatives of Anneke Jans," and acting as her attorneys, leased the farm for six years to Evart Pels, and from the following May, after November, 1651, and the rent was to be 225 guilders and 30 pounds of butter per year. At that time there was a house on the farm, and Schuyler in his "Colonial

New York," tells us that it was somewhat dilapidated, but the agreement was that the tenant was to "repair the same, and at the cost of the owner."

The 62-acre farm was in a good state of cultivation, and Dirck Sierken occupied the place after the six year lease to Evert Pels, which expired in May, 1658. Dirck Sierken occupied the farm until his death, and then his widow married George Ryerse, who was the occupant of the "Queens Farm," in 1705, and which farm he was cultivating in connection with the 62-acre Jans Bogardus farm, which was still under lease to Trinity Church at that time. These two farms were not only adjoining, but also were connecting, the northern boundary line of one, being the southern boundary line of the other.

These leases and incidents are mentioned to prove that the Bogardus lands were under occupancy and cultivation, from two years after the death of Roeloff Jansen, until the reputed absorption of the 62-acre farm into the "Dukes Farm" later on, and still later on becoming the "Queen's Farm" and these incidents and leases mentioned, will refute the contentions of the defense, it seems, in later years and litigation, that the farm was of little avail, and difficult to dispose of, it being "without the wall" of the colony.

Shortly after the capture of New Amsterdam by the British in 1664, the "Company's Bowery," described in a previous chapter herein was confiscated

by the British, and it was reverted to that government as crown lands, but it was reserved for the use of the various English Governors, and the name was changed from that of "Company's Bowery," to that of the "Duke's Farm."

The Bogardus lands were situated immediately to the north of the old "Company's Bowery," and adjoining thereto, and Governor Lovelace in 1670, was occupying both places as one tract, after the heirs had leased to him their farm for three years, and Lovelace in turn released the Bogardus lands for three years to Dirck Siekers, who was "working" the lands in 1670, but not under lease from the Bogardus heirs it seems, because the only information available regarding his tenure is, that he "occupied the place after the six years' lease of Evert Pels," therefore, in 1670, he was occupying the Bogardus lands, but Governor Lovelace was in control as the lessor, and after 1670, the governor was the lessor, and because of this control, is no doubt why, Governor Andros, in 1674, acting for the Duke of York under instructions from him, confiscated the Bogardus lands in part payment of debt owed by Lovelace to the Duke of York, and after which the Bogardus lands were added to the original farm reserved for the use of the Governor's, and the combined tract was called the "Duke's Farm," but no record in fact has been found to substantiate the historical record as above quoted.

The three year lease from Governor Lovelace, to Dirk Seeken, is recorded in book of land patents, Volume 1 page 44, Land Office, Albany, N. Y., and the lease reads as follows:

"Mr. Isaac Bedlow as Attorney, and by order of the Honorable Governor, Francis Lovelace, on the one side, and Dirk Seeken, farmer, on the other side, have in friendship and good feeling, made a contract concerning the lease of the below mentioned farms, and dependencies thereof, under those conditions, to-wit:

Said Isaac Bedlow, Attorney as aforesaid, declares to have let, and Dirk Seeken admits to having rented for a term of three consecutive years, beginning on the 25th day of March next, and ending on the 25th day of March, A. D., 1674, certain lands belonging to the honorable lessor, outside the land gate of this city, called the Old Company's Bowery, and Dominie's Bowery, with all the pastures, woodland, and half of the valley, and other privileges thereto belonging, as the same heretofore been and used in lease by said Dirk Seekin, who shall have right to cultivate, pasture and use said lands according to his pleasure, during the term of his lease, without the lessor having the power to prevent and molest, or tax him with pasturage of any horse or cattle, (which might have been claimed as a perquisite by the Governor) unless with the free will and permission of the lessee, Dirk Seekin.

The lessee, Dirk Seekin, shall be allowed to live in, and use the dwelling house, or to remove from it when he thinks fit, without being in any way with-held, or obliged to bear any risk for said house but all the deterioration or decay of it shall be at the expense of the lessor.

It is covenanted and agreed that the lessee Dirk Seekin, shall be allowed to move the hay and grain stacks, now standing near the old house, to any place where he thinks fit, even beyond the boundaries of lessor's land.

The lessee Dirk Seekin, shall be obliged to deliver the land at the end of his term, properly fenced, (that its boundaries may be plainly visible) that is, in the same way that the lessor delivered these fences to lessee.

Dirk Seekin undertakes and promises to pay, or cause to be paid, to lessor as rent of these farms, the sum of six hundred guilders in wampum, or its value in good merchandise, for each year of this term, which is as aforesaid on the 25th day of March, of these years of lease.

For the carrying out of the foregoing conditions, the parties of the first and second part, bind their persons and property, real and personal, submitting to all laws and courts.

In testimony whereof, the original record has

been signed in my presence by lessor and lessee, at New York, the 25th day of March, 1671-72.

Attest: U. Bayard,
Secretary.

Witness:

Christopher Hoogland,
Peter Jacobson Murius.

A careful study of the above quoted document shows that Dirk Seekin was the lessee of the Bogardus lands prior to the lease to him by Governor Lovelace, and it also shows that he was leased the "Old Company's Bowery," then the "Duke's Farm" as well as the Bogardus lands or the "Dominie's Bowery," or in other words, two farms were leased to him under the one lease.

This lease also shows that the Bogardus lands were fenced, and their boundary lines thus made discernable. This lease was to have expired in March, 1674, but the Dutch recaptured the province in 1673, and the proclamation of the Council of War, governing for Holland, reverted the land back to the heirs, as did also the proclamation of Governor Anthony Colve, who succeeded the Council of War, as did also the Proclamation of Governor Sir Edmund Andros, in 1674, who succeeded Governor Colve, and acting for the Duke of York, as the first English Governor, after the territory had been formally ceded back to England by the Dutch, in a treaty of peace, between those

two countries, at the close of a war between them in the old country. These Proclamations will be treated in detail in their proper place later on in this review.

The successor to Governor Andros was Dongan, and in his Charter of New York, the titles were also confirmed in the original owners thereof, and likewise in the provisional treaty of peace between England and the Colonies in 1782, at the close of the Revolutionary War, confiscated lands could be restored through a recommendation from congress, to the various state legislative bodies.

CHAPTER SIX

RECAPTURE OF NEW YORK CITY BY THE DUTCH IN 1673

In order to bring events into their proper order or sequence, and that the reader may have a clearer understanding of the subject under treatment, it is necessary to repeat some of the information previously given, however, it will be found that the previous information has been supplemented by additional data, obtained as a result of subsequent research and investigation.

After administering affairs with considerable sagacity, Governor Nicoll, the first English Governor, after the capture in 1664, determined to return to Europe, and he asked for and obtained his recall, and he set sail on his homeward trip in August, 1668. Colonel Francis Lovelace was appointed as his successor, and it is said that he proved far more despotic than his predecessor, and he forced the inhabitants to submission.

It was to this second Governor that the heirs of Anneke Jans Bogardus, all except Cornelius Bogardus, the second, and his mother, entered into the joint conveyance, spoken of previously, and the

prime mover in which move, was Johannes Van Brugh, a son-in-law of Anneke Jans Bogardus, and at the time of the transaction, was acting as Orphan Master, under Governor Lovelace, also previously mentioned herein.

Some have intimated that the despotism of Colonel Lovelace was largely responsible for the making of the above mentioned joint conveyance by the heirs, but the writer has found no verification for such intimation, and neither has he found any evidence in fact of the authenticity of the joint conveyance, and it will be hereinafter noted, that Jonas Humbert, in his suit, against the Trinity Church Corporation, begun in 1838, did not legally mention this transaction, which would lead one to believe that he did not know of it.

In 1672 the Kings of England and France proclaimed war against Holland in the old country, and the Dutch in America took this opportunity to recapture New York City, and which was accomplished on the 29th of July, 1673, and Colonel Lovelace, the Governor, was away in the state at large, or elsewhere, at the time.

On February 9th, 1674, in a formal treaty of peace between Holland and England, the Island of Manhattan was ceded back to England by Holland, in exchange for some isles of the sea, and Colonel Lovelace was reprimanded by the Crown, for being away from the territory in 1673, when it was

recaptured, and his successor was appointed, and he was instructed by the Duke of York to confiscate the estate in America, of former Governor Lovelace, and revert it to the account of the Duke for debts owed to him by Lovelace.

This was done, it is contended, and the Bogardus lands thus passed to the control of the Duke of York, and the name of the farm changed from the "Dominie's Bowery," to that of the "Duke's Farm," but no record has been found by the writer of the above mentioned transaction, therefore, it can be assumed that the facts in the case are in accordance with available historical records which are as follows:

When New York City was recaptured by the Dutch in 1673, Captain John Manning was acting Governor, on July 30th, in the absence of Governor Francis Lovelace. Captain Manning was not disposed to offer resistance to the Dutch, because his soldiers refused to fight, and his own people spiked their own guns.

He therefore surrendered, and Anthony Colve was proclaimed Governor of the province for the Dutch, he succeeding the temporary government of the Council of War, and which Council was composed of the following named persons:

Commander Jacob Benckes,
Commander Cornelius Evertson, Jr.,
Captain Anthony Colve,
Captain A. F. Van Zyll.
Captain Nicholas Boes,

After the recapture of New York City by the Dutch from the English in 1673, the Council of War, acting as the governing body for the Dutch government, issued the following quoted proclamation:

"The Honorable Council of War resolved this day to seize all goods and effects belonging to the Kings of England and France, *or their subjects,* to which end the following proclamation is ordered to be published and affixed:

"Whereas, their High Mightinesses, the Lords States General of the United Netherlands, and his serene Highness the Prince of Orange, have by their declarations to the whole world, published and made known the injustices of the war, (against Holland in the old country) and begun and waged against them by the Kings of France and England, and that moreover their subjects and vassals continue and proceed to injure, spoil, damage and all possible loss and abstraction, to inflict on the good inhabitants of their said High Mightinesses, and the Lord Prince of Orange for which suffered damages and injuries, their High Mightinesses, and his Highness the Prince of Orange, have most urgent-

ly caused their Ambassador to demand reparation and satisfaction, but fruitlessly and in vain. Therefore, we deem it necessary, and find ourselves by virtue of our commission, obliged to put under arrest and seizure, all such houses, lands, goods and effects, together with outstanding debts, belonging to the Kings of France or England, *or their subjects* as aforesaid, we, in the name, and on behalf of their High Mightinesses, the Lords States General of the United Netherlands, and his Highness the Prince of Orange, do hereby seize and arrest, and to the end that no man may pretend ignorance thereof, we do most strictly order and charge, all our subjects in whose hands, or under whose care any of said houses, lands, goods and effects, together with outstanding debts, may be remaining, to surrender and in writing make known the same, within the space of ten days after the publication hereof, to our Secretary, Nicholas Bayard, under the penalty of double the value of the goods, which contrary to this order and edict, shall hereafter be found in their hands and keeping, to be applied one half to the informer, and the other half to the government, and in addition to be banished out of this province.

Dated at Fort Willem Hendrik (Fort James and New York City, before this recapture) this 18th day of August, 1673.

(Signed) Jacob Benckes,
Cornelis Evertson, Jr.

The foregoing quoted proclamation was transcribed from the original Dutch record in New York Colonial Manuscripts XXIII, in the office of the Secretary of State at Albany, N. Y.

Through the foregoing proclamation, the lands, houses, etc., held by the Kings of France and England, or their subjects, were reverted back and all debts cancelled, and Colonel Francis Lovelace, who was the English Governor, up until the time of this recapture, was one of the subjects concerned by this proclamation, it would seem.

Under the treaty of peace in 1674, between England and Holland, New York City and the contiguous territory was formally restored to the English, and Sir Edmund Andros, was made Lieutenant and Governor of all of the Duke of York's territory in America, and including New York City, and Governor Andros arrived on American shores in November, 1674.

The letter of instructions from the Duke of York, to his Governor Andros, is dated at Windsor Castle, July 1st, 1674, and paragraph three of which reads as follows:

"Being possessed of New York, (and in virtue thereof, of the territory thereunto belonging), you shall by all possible means, satisfy the inhabitants, as well as natives and strangers and English, that your intention is not to disturb them in their possessions, but on the contrary, that your coming is

for their protection, and benefit, for the encouragement of planters and plantations, and the improvement of trade and commerce, and for the preservation of religion, justice and equity among you."

(Transcribed from New York Colonial manuscripts, Vol. 3 page 216. London Documents).

In accordance with these instructions from the Duke of York, Governor Andros issued his first proclamation, and reading as follows:

By The Governor.

"Whereas it hath pleased his Majesty and His Royal Highness to send me with authority to receive this place and government from the Dutch, and to continue in the command thereof under His Royal Highness, who hath not only taken care for our future safety and defence, but also given me his commands for securing the rights and properties of the inhabitants, and that I shall endeavor by all fitting means, the good and welfare of this province and dependencies under his government. That I may not be wanting in anything that may conduce thereunto, and for the saving of the trouble and charge of any coming hither for the satisfying themselves in such doubts as might arise concerning their rights and properties, upon this change of government, and wholly to settle the minds of all in general, I have thought fit to publish and declare,

That all former grants, privileges or concessions, heretofore granted, and all estates legally possessed by any under his Royal Highness, before the late Dutch Government, (Note: the Jans Bogardus farms were not legally possessed by other than the heirs previous to the Dutch recapture of 1673, from any record or deed in fact, therefore this proclamation would confirm the land in the original heirs, it would seem) as also all legal judicial proceedings, during that government to my arrival in these parts, are hereby confirmed, and the possession by virtue thereof, to remain in quiet possession of their rights. It is hereby further declared that the known book of laws, formerly established and in force under his Royal Highness government, is now again confirmed by his Royal Highness, the which are to be observed and practiced, together with the manner and time of holding courts therein mentioned as heretofore, and all magistrates and civil officers belonging thereunto to be chosen as established accordingly.

Given under my hand in New York, this ninth day of November, in the 26th year of his Majesty's reign, Anno Domini, 1674."

(Signed) E. Andros.

(Transcribed from New York Colonial manuscripts, Vol. 3, page 227, London Documents.)

In August, 1674, the instructions from the Duke of York to his Governor Andros, regarding the

seizure of the estate in America, of former Governor Lovelace, were issued and they read as follows:

"Whereas, it appears by the accounts of Francis Lovelace, Esq., my late Lieutenant Governor of New York, stated and audited by Thomas Delavall, Esq., my late Auditor there, that there is due unto me from the said Francis Lovelace, a considerable sum of money, amounting to the sum of about 7,000 pounds, and being informed that the said Francis Lovelace, hath some estate in lands and houses, by which I may in some measure be reimbursed my said debt. These are to will, authorize and require you, immediately after your arrival in New York without loss of time, fully to inform yourself, what estate, real or personal, the said Frances Lovelace hath at that place, which having done, you are by due course of law, to possess yourself thereof in my name, and to use, and to receive the rents, issues and profits thereof, until I shall satisfy such sum and sums of money, as shall appear to you to be due and owing unto me by the said Francis Lovelace, and for the so doing this shall be your warrant.

Given under my hand at Windsor Castle, the 6th day of August, 1674.

To Major Andros.
My Lieutenant and Goveror
Of New York."

(Transcribed from New York Colonial Manuscripts, Vol. III, page 226. London Documents.)

No record has been found by the writer of any effort on the part of Governor Andros, to revert the Jans Bogardus lands to the Duke of York, by due course of law, in accordance with his instructions, to fully inform himself of what estate, real and personal, the said Francis Lovelace hath at that place, would have revealed to him, that the Jans Bogardus lands were under lease to and from him, before the recapture in 1673, it seems to appear.

The Provisional Treaty of Peace in 1782, between England and the Colonies, after the Revolutionary War, was concluded at Paris, France, November 30th, 1782, and it was proclaimed April 11th, 1783.

Article V of the same reads as follows:

"It is agreed that the Congress shall earnestly recommend it to the legislatures of the respective states, to provide for the restitution of all estates, rights and properties, which have been confiscated, belonging to real British subjects, and also of the estates, rights and properties of persons resident in districts in the possession of His Majesty's arms, and who have not borne arms against the said United States, and that persons of any other description shall have full liberty to go to any part or parts of the thirteen United States, and there to

remain twelve months unmolested, in their endeavors to regain the restitution of such of their estates, rights and properties, as may have been confiscated, and that Congress shall also earnestly recommend to the several states, a reconsideration and revision of all acts or laws regarding the premises, so as to render the said acts or laws perfectly consistent, not only with justice and equity, but with that spirit of conciliation, which on the return of the blessings of peace, should universally prevail. And that Congress shall also earnestly recommend to the several states, that the estates, rights and properties, of such last mentioned persons, shall be restored to them by refunding to any persons that may now be in possession, (1782) the bona-fide price, (where any has been given) which such persons may have paid on purchasing any of the said lands, rights and properties, since the confiscation, and it is agreed that all persons who have any interest in confiscated lands, either by debts, marriage settlements or otherwise, shall meet with no lawful impediment in the prosecution of their just rights."

The Jans Bogardus heirs evidently availed themselves of the provisions of the foregoing quoted proclamations, because they were occupying their lands up until 1785, when parties, said to have been in the employ of the Trinity Church Corpor-

ation, forcefully ejected the occupants, destroyed their crops, tore down and burned their fences, and otherwise obliterated their boundary lines, as will be hereinafter shown through testimony of record in the trial of Bogardus against the Trinity Church Corporation.

CHAPTER SEVEN

THE FOUNDING OF TRINITY CHURCH IN NEW YORK CITY

On August 20th, 1692, Benjamin Fletcher, a newly appointed Governor arrived in New York City, and Fletcher, it is said, was despotic, passionate, avaricious and fanatical withal, and it is claimed that it was his daring project—evidently acting under Royal orders—to make the Episcopal Church of England, the established church of the new country, therefore, the Colonial Assembly of 1693, and in September of that year, provided for the building of a church in New York City, and the calling of a Protestant minister, and in keeping with the seemingly great desire of Governor Fletcher, the word Protestant was construed to mean Episcopal, and in 1696 Trinity Church was begun under the provisions of the act of September, 1693, and the church was completed and dedicated for worship on February 6th, 1697, with the Rev. William Vesey as the Rector.

The land upon which Trinity Church was built was acquired for the purpose, from the Corporation of the City of New York, and freeholders, it

is said, and later, the land immediately surrounding the church, was acquired for a cemetery, and also from the Corporation of the City of New York, and the freeholders. The land upon which the Trinity Church and burial grounds now stand has also been in controversey, it appears, and this phase of the matter will be treated in detail later on in this book.

In further keeping, it is said by historians, with the great desire of Governor Fletcher, to establish in America, the church of his choice, he granted to Trinity Church, on May 6th, 1697, their charter of incorporation, and only such portions of this charter as concerns the matter in hand will be quoted herein.

The charter was granted in the name of "The Rector and Inhabitants of our said City of New York, in communion of our Protestant Church of England, as now established by our laws," and that by the same name they and their successors shall and may have perpetual succession, and shall and may be persons able and capable in law to sue and be sued, to plead and be impleaded, to answer and be answered unto, to defend and be defended in all and singular suits, causes, quarrels, matters, actions and things of that kind and nature soever, and also to have, take, possess, receive, acquire and purchase lands, tenements, hereditaments, or any goods or chattels, and the same to use, lease, grant,

demise, alien, bargain, sell, and dispose of at their own will and pleasure as other our liege people or any corporation or any body politic within our realm of England or this our province may lawfully do, not exceeding the yearly value of Five Thousand Pounds, the Statute of Mortmaine, or any other statute or custom, law or usage to the contrary, notwithstanding.

The Five Thousand Pounds value, it will be hereinafter noted, was reduced in the hereinafter quoted Queen Anne grant of 1705, to Five Hundred Pounds, and several years later it was raised by act of Colonial Legislature to the original figure of Five Thousand Pounds.

In May, 1702, Edward Hyde, Lord Cornbury, the oldest son of the Earl of Clarendon, arrived in New York City, as the successor of Governor Fletcher. The "Duke's Farm," previously mentioned, had become the "King's Farm," when the Duke of York became the King, and the Jans Bogardus lands being claimed as a part of the same, and Governor Fletcher had leased this farm to Trinity Church Corporation for a period of years, and this lease was revoked by the King in 1699, because the term of it extended beyond the term of office of Governor Fletcher, moreover, the King considered the lease extravagant.

Lord Cornbury was a cousin of the Duke of York, and his sister Anne, who later became

Queen Anne, and with her accession to the throne, the "King's Farm" became the "Queen's Farm."

Lord Cornbury has the reputation with historians, of having been a reckless adventurer, profligate and unprincipled, and he fled from England so it is said, to escape the demands of his creditors. He was eager to acquire wealth from his new subjects, and regardless of their wishes or interests, and he was therefore, soon an object of universal detestation among them. Cornbury received a long list of instructions from his cousin, Queen Anne, who had succeeded the King, and some of these instructions were, that he was to endeavor to further make the Church of England, the established church of the land over which he had authority, and this he proceeded to do.

It is said that it was Lord Cornbury, who in 1703, induced the City authorities and the freeholders, to donate land for a cemetery to Trinity Church.

After receiving their charter from Governor Fletcher, and after the arrival of Lord Cornbury, who proved a wonderful ally to the church, he was petitioned for a land grant, it is said, in order that the church might have a permanent source of income and upkeep, and it is not only stated, that in this petition, the church defined the boundary lines of the grant, and ambiguously so, it can be noted, and purposely so, it is contended in a subsequent bill

of complaint, but it is also stated by those whom the writer considers authority, that a church warden at that time, who was also a recorder of the province, wrote the Queen Anne grant of November 20th, 1705, and notwithstanding that this grant is credited to Queen Anne as the author thereof, it is contended by later litigants that she did not formulate it, or sign or seal it, and she knew nothing about it until 1708, when she revoked some of the acts of Lord Cornbury.

The wording of the Queen Anne grant is as follows in its entirety.

"Anne, by the grace of God, of England, Scotland, France and Ireland, Queen Defender of the Faith, etc. To all to whom these presents shall come, or may concern, send greetings:

"Whereas, the Rector and Inhabitants of the City of New York, in communion of the Church of England, as by law established, were (by an act of Assembly made in the third year of our reign, entitled an act granting sundry privileges and powers to the Rector and inhabitants of the City of New York in communion of the Church of England as by law established) incorporated by the name of Rector and Inhabitants of the City of New York in communion of the Church of England as by law established, and made persons corporate in the law, to sue or to be sued in any action or matter whatsoever, and by that name they

and their successors shall hold and enjoy the church there called Trinity Church, burying place and lands thereunto belonging, by whatsoever names the same were purchased or had, and that the said Rector and Inhabitants, and their successors by the same name from thenceforward, should have good rights and lawful authority to have, take, receive, acquire and purchase, use and enjoy, lands, tenements, hereditaments, goods and chattels, to demise, lease and improve such goods and chattels to the benefit of the said church and other pious uses, not exceeding five hundred pounds yearly rents or incomes, with divers other privileges and powers to them the said Rector and Inhabitants, and their successors as by the said recited act more at length it doth and may appear.

"And whereas, the said Rector and Inhabitants of the said City of New York, in communion of the Church of England as by law established, by their petition to our right trusty and well beloved cousin, Edward Viscount Cornbury, our Captain General and Governor in Chief, in and over our province of New York, and territory thereon depending in America, and Vice Admiral of the same, have humble prayed that we would grant and confirm to them and their successors, for the use of the said church, all those our several closes, pieces, and parcels of land, meadows, and pastures, formerly called the Duke's Farm, and the King's Farm,

and now known by the name of the Queen's Farm, with all and singular the fences, inclosures, improvements, and appurtenances whatsoever thereunto belonging as the same are now in the occupation of, and enjoyed by George Ryerse of the City of New York, yeoman, or by any former tenant, situate, lying and being on the Island Manhattans in the City of New York, aforesaid, and bounded on the east, partly by the Broadway, partly by the common, and partly by the Swamp, and on the west by the Hudson River, and also all that our piece or parcel of ground, situate and being on the south side of the church yard of Trinity Church aforesaid, commonly called, and known by the name of the Queen's Garden, fronting to the said Broadway on the east, and extending to low water mark upon Hudson River on the west, all which said premises are now let at the yearly rent of thirty pounds, which reasonable request we being willing to grant, know ye that of our special grace, certain knowledge and mere motion, we have given, granted, ratified and confirmed in and by these presents, for ourselves, our heirs and successors, we do give, grant, ratify and confirm unto the said Rector and Inhabitants of the City of New York in communion of the Church of England as established by law, and their successors all and singular the said farm lands, tenements and hereditaments hereinbefore mentioned, as the same are herein-

before particularly set forth, with the appurtenances and every part and parcel thereof, or thereunto belonging or accepted, reputed or taken as part parcel or member thereof as the same are now held, occupied and enjoyed by the said George Ryerse, or have been heretofore occupied and enjoyed by any former tenant or tenants, and all rents, arrearages of rents, issues and profits thereof, and of every or any part or parcel thereof together with all woods, underwoods, trees, timber, which are now standing and growing, or which hereafter shall stand and grow in and upon the premises hereby granted, or any part thereof, and all feedings, pastures, meadows, marshes, swamps, ponds, pools, waters, watercourses, rivers, rivulets, and runs of streams of water, brooks, fishing, fowling, hawking, hunting, mines and minerals, and all singular the ways, passages, easements, profits, commodities, and appurtenances whatsoever to the said farm, several closes, pieces, and parcels of land and premises belonging or in any way of right appertaining (except and always reserved out of this, our present grant all gold and silver mines).

"To have and to hold the said farm, several closes, pieces, and parcels of land and premises hereinbefore granted and confirmed or meant, mentioned, or intended to be hereby granted and confirmed with their and every appurtenances, (except those before mentioned) unto the said Rector

and Inhabitants of the City of New York in communion of the Church of England as by law established and their successors forever.

"To be holden of us, our heirs and successors in free and complete socage as of our Manor of East Greenwich in our County of Kent, within our realm and Kingdom of England, yielding, rendering, and paying therefor yearly and every year unto us, our heirs and successors at our City of New York, aforesaid, to our Collector and Receiver General there for the time being, on the feast of the Nativity of our blessed Saviour, the yearly rent of three shillings current money of New York in lieu and stead of all other rents, services, dues, duties and demands whatsoever, provided always, and our present grant is upon this condition, that if our Captain General and Governor in Chief for the time being of our said province of New York, shall at any time hereafter cease or forbear the yearly payment of six and twenty pounds for the house rent of the Rector or Minister of Trinity Church of New York aforesaid, which is now paid out of our revenue in the said province, and at such time, no suitable house shall be erected for the proper use and convenient dwelling of the Rector of the said church for the time being, then the said Rector and Inhabitants of the City of New York in communion of the Church of England as by law established, and their successors

shall from thenceforth yearly and every year, out of the rents and profits of the hereinbefore granted lands and premises, pay and discharge the same for and until such suitable house shall be erected and built for the proper and convenient dwelling of the Rector of the said church for the time being, anything hereinbefore in this grant contained to the contrary thereof in any wise notwithstanding. In testimony whereof we have caused these our letters to be made patents, and the seal of our aforesaid Province of New York to our said letters patent to be affixed and the same to be recorded in the Secretary's Office of our Province.

"Witness our right trusty and well beloved cousin Edward Viscount, Lord Cornbury, Captain General and Governor in Chief, in and over our province aforesaid, and territory thereon depending in America, and Vice Admiral of the same, etc., in council at our fort in New York aforesaid, the three and twentieth day of November, in the fourth year of our reign, Anno Domini, 1705."

(The foregoing quoted grant is found recorded in the office of the Secretary of State at Albany, N. Y., in the Book of Patents, No. 7, at page 338.)

It can be noted that the above quoted grant was made as a lease and in perpetuity, or forever as such, and which in part accounts, it is said, for the reason that the Trinity church corporation does not now give title to the Jans Bogardus lands, ex-

cept through title bonds that are issued by Guarantee Title and Trust Companies.

It has been previously mentioned herein, that the title to the land upon which Trinity Church stands, as well as the burying ground surrounding the church, had been questioned, and in regard to this, we read in the report of the Commissioners of the Land Office, State of New York, dated May 12th, 1836, as follows:

"The first step in the origin and progress of Trinity Church appears to have been the erection of the church by voluntary contribution, and the acquiring of a title of some description, to the land on which the church was erected, and the land adjacent thereto."

In whom this title was vested does not appear, but by the sixth section of the Colonial Act of 1704, (repealed in April, 1784) passed the 27th day of June in that year, it appears that the title had been conveyed, by the Corporation of the City of New York, FOR THE USE OF TRINITY CHURCH. The church, however, had not then been incorporated, and it was therefore incapable of taking a legal title. The Charter of Incorporation, (1697) was subsequent to this grant, and to the erection of the church, but this, although it gave to the body thereby created, a capacity to acquire and receive title to the church property, did not in fact, invest it with that title.

That title could only be effected by subsequent legal conveyance to the corporation, or in case the title had been previously transferred in an informal manner, for the benefit of those thus incorporated, the legislature might correct such defects and informalities, and thus vest the title according to what had been the real intention of all parties.

It is probable that the title of the corporation to the church, burying place and land adjacent, had been called in question, and that a principle object of a provision was to confirm that title and render it incontestable. This is what the act of June 27th, 1704, was intended (among other things) to effectuate, and hence it provided, that the corporation should have and hold said church, burying place and land, by whatsoever name the same were purchased or granted, in as simple a manner as if said corporation had been created before such purchase or grant had been made. (As before stated, this act was repealed in 1784.)

Following the establishment of the church in 1693, next follows the charter in 1697, and for reasons set forth therein.

Because of the repealing act of the King, in 1699, whereby certain grants and leases made to the church, by the then Governor Fletcher, were considered extravagant, it is contended by later remonstrants, (minority report of Hon. Orville Clark, made to the Senate of the State of New

York, April 9th, 1846, wherein the legality of the Charter of 1697, and the Colonial Act of 1704, are criticized and analyzed that the colonial act of 1704 was passed as a confirmation of the charter of 1697.

The act of 1704 was entitled "An Act for granting sundry privileges and powers to the Rector and Inhabitants of the City of New York, of the communion of the Church of England as by law established. (See Van Schaack's edition, page 60.)

The Colonial Act of 1784, passed April 17th, of that year, and entitled "An Act for making such alterations in the charter of Trinity Church, as to render it more conformable to the Constitution of the State," (See Jones and Varick's edition, Vol. 1, page 128) is considered proper and valid by Mr. Clark, in his minority report, and paragraph six of the Act of 1784, repeals the Act of 1704.

An Act of the Legislature, passed October 27th, 1779, vacated the places of Church Wardens and Vestrymen, and by legislative ordinance, dated January 12th, 1784, vested the real and personal estate of the corporation in nine persons and as follows:

"James Duane, Francis Lewis, Lewis Morgan, Isaac Sears, William Duer, Daniel Dunscomb, Anthony Lispenard, John Rutherford and William Bedlow (all of whom were vestrymen either before or after the vacating order) and to be retained

and kept by them, or any five of them, until such time as further legal provision should be made in the premises. (Some of the above quoted names will be remembered in connection with the letter to the agents of the Jans Bogardus heirs in 1785, regarding the discovery of the copy of the joint transport of 1670)."

Paragraph four of the Act of 1784, seems to recreate the positions of Church Wardens and Vestrymen, and makes appointments therefor, however, paragraph five of the Act of 1784, is very important to consider, and it reads as follows:

"Provided nevertheless, and be it further enacted, by the authority aforesaid, that nothing in this act contained, shall be construed, deemed or taken to prejudice or injure the right or title of any person or persons, whatsoever, to any of the lands or tenements OCCUPIED or CLAIMED by the Corporation aforesaid."

The Colonial Acts of 1693, 1704, 1705, 1721, 1744 and 1745 were all repealed by the Act of April 17th, 1784.

The Colonial Act of 1788, passed March 10th, (see Jones and Varick's edition, Vol 2, page 346) entitled an Act to enable the Corporation of Trinity Church in the City of New York to assume the name therein mentioned. This act permitted the changing of the charter name of the corporation, to "The Rector and Inhabitants of the City of New

York, in communion of the Protestant Episcopal Church in the State of New York."

The closing paragraph of the Act of 1788 reads as follows:

"All grants, deeds and conveyances, made to or by the said corporation, between the 17th day of April 1784, and the passing of this Act (March 10th, 1788) wherein they are named or mentioned by the name of the Rector and Inhabitants of the City of New York, in communion of the Church of England, as by law established, or by any other name or names, shall be good, valid and effectual in the law, in like manner as they would have been, if the said Act passed the 27th day of June, 1704, had never been repealed, or as they would respectively have been if the said corporation had been properly named in such grants, deeds or conveyances."

The minutes of the vestry of Trinity Church, dated January 4th, 1813, contains the following quoted resolution:

"Resolved—that Richard Harrison, David M. Clarkson, Thomas Barrow, Robert Troup, Jacob Le Roy, Peter Augustus Jay, and Thomas L. Ogden, be a committee on the State of the Church, with full power to make such application to the legislature at its ensuing session, relative to the affairs of this corporation, as the said committee shall judge to be proper."

The state legislature was accordingly petitioned for an act regulating the voters at the annual election of officers, and they were also asked that the law which required religious corporations in New York, Albany and Schenectady, to exhibit an inventory and account of their estates and revenues at certain periods, be regulated also.

As a result of this petition, the Act of 1814 was passed January 25th, of that year, and entitled "An Act to alter the name of the Corporation of Trinity Church in New York, and for other purposes. (See Session Laws of 1814, page 5)

This Act of 1814, virtually made the Trinity Church a closed corporation, and Senator Clark, in his minority report of April 9th, 1846, very bitterly assails this act as void and improper and he asks for the repeal of the same. (See Senate No. 117, pages 10 and 11.)

As further regards the Act of 1814, it is important to especially note paragraph six of the same, and which reads as follows, regarding the corporation submitting an inventory.

"And be it further enacted that in every case where a church or religious society which has been, or may be, duly incorporated, shall have exhibited such account and inventory, as is specified in the ninth section of the Act entitled, "An Act to provide for the incorporation of religious societies, it shall not be necessary for such church or so-

ciety again to exhibit any account and inventory, unless the said church or society, subsequently to such exhibition, shall have purchased or acquired any lands, tenements or hereditaments within this state, any act, law or usage to the contrary notwithstanding, PROVIDED ALWAYS, that nothing in this act contained shall be construed to effect or defeat the right of any person or persons, or of any body corporate, to the estate, real or personal, now held, occupied or enjoyed by the Corporation of Trinity Church."

Jonas Humbert, in his appealed case against the Trinity Church Corporation, to the Court of Errors, sued to have an account against the defendants, of rents and profits. This accounting was not rendered, and argued that it was because of paragraph six of the act of 1814. but the proviso was evidently ignored, when the prayer of the complainant was not complied with.

The Queen Anne grant of 1705, in all papers and documents found and reviewed, is spoken of as a lease, and on the face of it, it being in perpetuity, it was therefore on that ground NULL and VOID. (Taken from the report of the Commissioners of the Land Office, May 12th, 1836, State of New York).

Mention has previously been made regarding the revoking by the King in 1699, of acts of Governor Fletcher, that he considered extravagant. We find

that the Provincial Legislature of May 12th, 1699, (see Livingston and Smith's edition of the Provincial Laws, chapter 79, page 33) declared that it shall not be in the power of any Governor of the province of New York to grant or demise for any longer than his own time in the government, any of the lands hereinbefore mentioned, that is to say, Nutten Island, The King's Farm, the King's Garden, the swamp and fresh water, being the demesne of his Majesty's fort at New York, and for the benefit and accommodation of his Majesty's Governors and Commanders in Chief for the time being."

Lord Cornbury attempted to repeal the above cited act, through an act passed on the 27th of November, 1702, (see Livingston and Smith's edition of the Provincial Laws, page 196.)

The repealing act of Lord Cornbury of 1702, was annulled by Queen Anne, on the 26th of June, 1708, and the restraining act of the King of May 12th, 1699, was at the same time confirmed by her Majesty.

It has been argued by some in the past, that although the power of the Crown to annul the Acts of the Colonial Legislature, was indisputable, and the Acts of the Legislature were required to be transmitted to the Sovereign of Great Britain, for approval or disallowance, and if disallowed, they were from henceforth void and of no effect, but

until disallowed, they were to all intents and purposes, laws.

From the foregoing standpoint of reasoning, the Queen Anne grant therefore, was effective only from 1705, until the annulling act of the Queen, in 1708, at which time she confirmed the restraining act of the King of 1699, regarding the extent of time of the leases, consequently the Queen Anne grant of 1705, being in perpetuity, is Null and Void, as was declared by the Commissioners of the Land Office, State of New York, in their report dated May 12th, 1836.

Quit rent Book D. Comptroller's Office bears an entry that on September 20th, 1786, the rent for 11 years preceding the 25th of December of that year, was paid to the State, and also the sum of two pounds and two shillings was paid as commutation, and the discharge of said rent, and pursuant to the Act of April 1st, 1786, which declared that such payment shall be a good discharge of such quit rent forever. (See Jones and Varick's edition of the Laws, Vol. 1, page 250.)

While the aforementioned act regarding these quit rents, was no doubt passed because of American independence having come into existence a few years previous, and paid no doubt so that all such obligations to the Crown of England might be cancelled, this act in no wise legalizes the title or the grant of 1705, has been contended.

A close study of the wording of the instructions from Bolingbroke, the Secretary to Queen Anne, addressed to her colonial Governor and cousin, Edward, Earl of Clarendon, or Lord Cornbury, and which instructions were dated April 14th, 1714, will reveal that these instructions were regarding prosecution being had in chancery against the Trinity Church Corporation, and in the name of the Crown, for the accrued rents due on the Crown farm, in accordance with the lease on the said farm for seven years, granted to the corporation. (This letter of instructions will be set forth herein a little later on).

Paragraph one of these instructions, it can be noted, confirms the possession as a LEASE for a stated period, while paragraph two confirms the possession as a lease in PERPETUITY, at a yearly rent of three shillings, but her confirmation of this matter in perpetuity was in reference to the act of 1705, (Queen Anne Grant) attributed to Lord Cornbury, but rendered NULL and VOID by the annulling act of the Queen in 1708.

Paragraph three of these instructions, recites the why and wherefore of them having been issued, and in effect, that the several rents *reserved* on the LEASES before granted, and being sued for, rendered the letters patent for the said farm DISPUTABLE, and consequently, and in order to protect the Crown title, instructions were issued in

paragraph four, for her Governor to stop the proceedings in chancery, which was done, and this matter is still slumbering there.

How it can be advanced that these instructions were in recognition and confirmation of the grant of 1705, is beyond comprehension, especially in view of the fact, that many, many appeals, both previous and subsequent to these instructions, were made by the corporation to the Colonial authorities, as well as to those in close touch, or in high authority with the Queen, in an effort to have the grant of 1705 confirmed.

A careful study of this matter from all angles will, it seems, cause the question to arise in the minds of keen discernment, "is the Trinity Church Corporation in reality a 'squatter' on the Jans Bogardus lands, or have they ever been such, and to the extent that they can claim thereby, 'adverse possession,' thereof through the lapse of the twenty year law of limitation, and have the legal decisions of the past, in favor of the Trinity Church Corporation, and against the heirs, been correct as regards the adverse possession phase of the matter?"

If it could have been proven in the past that the Jans Bogardus lands were legally and in reality a part of the old Duke's Farm, or the old King's Farm, and if it could have been proven that the Queen Anne grant of 1705 was legal (and the Bo-

gardus lands being rightfully a part thereof) as regards the incorporation of the Bogardus lands therein, where was the necessity of any later decision regarding adverse possession, or the lapse of the twenty year law of limitation?

The ground coming to the church when it was founded, and from the Corporation of the City of New York and freeholders, and coming from such, was not mentioned in the grant of 1705, and this plot of ground seems to be the only tract now controlled by the Trinity Church Corporation, to which they have apparently any semblance of clear and ancient title, and this being the case, it is therefore not difficult to surmise why all of the parent buildings of the corporation, are located upon this ground.

It has been claimed in the past that to occupy a part of a tract of land was in reality occupying all of it, and possession of the whole thereof could be claimed, after a lapse of the limitation period.

It does not appear that the Trinity Church Corporation parent concern ever occupied any part of the Duke's Farm, later the King's Farm, and still later the Queen's Farm, of the Queen Anne grant of 1705, and neither does it appear that they ever occupied any part of the Jans Bogardus lands, consequently, and from the standpoint of logical reasoning at least, how can any title be claimed, because of the lapse of the twenty year law of lim-

itation, by those who controlled the land, but who, to all appearances never occupied it, nor apparently paid any taxes thereon, even if a claim could be substantiated that the Jans Bogardus lands were of right a part of the Queen's Farm, because apparently they have never occupied the Queen's Farm, and considering that it does not appear that the Trinity Church Corporation, parent body, ever actually occupied any of the land of the Queen Anne grant, nor does it appear that the Jans Bogardus lands were rightfully a part thereof, therefore, it cannot be understood how the claim of adverse possession to the Bogardus lands in rightfully substantiated.

It was claimed by Jonas Humbert in his trial against the Trinity Church Corporation, when he sued for a definition of the boundary lines, that they knew of such. This was denied, however, there is an old map in the Hall of Records, New York City, showing an agreed boundary line between Rutger's farm and the old King's Farm, and the boundary line of the Jans Bogardus lands can be distinguished also from the boundaries of the old King's Farm.

Rutgers drained the swamp to the east of the Jans Bogardus lands, and this reclaimed land was later known as "Rutger's Farm."

Rutger's daughter married Lispenard, and Rutger's Farm was later known as "Lispenard's Meadows." Anthony Lispenard was in his time a Trinity

Church vestryman, and he was one of the nine persons in whom the Legislature of 1779 vested the real and personal estate of the Trinity Church Corporation, after the Legislature had vacated the places of church wardens and vestrymen.

No record has been found by the writer, anywhere, of any mention of the Jans Bogardus lands as being a part of either the Duke's Farm, the King's Farm or the Queen's Farm, and no record has been found of the legal confiscation of the Jans Bogardus lands, by Governor Andros, and his transfer of it to the estate of the Duke of York, in 1674, and in accordance with the instructions from the Duke of York to Governor Andros, concerning the estate in America, of his former Governor Lovelace, and which instructions were dated August 6th, 1674. There has been no evidence in fact, found by the writer that this confiscation was ever made, on the contrary, evidence has been submitted herein, to the effect that the Jans Bogardus lands were under lease to the Trinity Church Corporation, both prior and subsequent to the Queen Anne grant of 1705.

CHAPTER EIGHT

VITAL STATISTICS, ETC., CONCERNING THE QUEEN ANNE GRANT

As regards the ambiguity of the northern boundary line of this grant, (note the reading of the grant as quoted in previous chapter) much stress is laid upon that fact by Humbert, in his bill of complaint against the Trinity Church Corporation, in the trial of 1838, because it was charged by the Anneke Jans Bogardus heirs, as well as others, that the "Dominie's Hook" was situated immediately to the north of the old King's Farm, and between it and the old Duke's Farm, (62-acre Dominie's Bowery) and hence the encroachments as charged by Humbert.

In further regard to the location of the "Dominie's Hook" (the 130-acre tract) and the idea of that named tract being on Manhattan Island, I quote from Stephen P. Nash, L. L. D., in his book "Anneke Jans Bogardus Farm," (written for Trinity by him in 1898) and page 37 of the same.

"This property (the 130-acre tract) which after the death of the original owners, was erroneously assumed for many years, as well by the descendants of Mrs. Bogardus, as by officers connected with

Trinity Church, to have been upon New York Island, was, in fact, sold by the heirs or representatives of Mrs. Bogardus as late as January 1697, to one Pieter Praa, or twenty-seven years after the sale of the 62-acre farm to Colonel Francis Lovelace in 1670.

"The only grantors named in the deed are Johannes Van Brugh and Johannes Kip, (who had married Catrina Kierstead, a granddaughter of Mrs. Bogardus) but who professed to act for themselves in behalf of the rest of the children and heirs of Mrs. Bogardus, deceased, and do fully, clearly and absolutely grant, bargain, sell, alien, and transport unto the said Pieter Praa, the premises described (in the confirmatory grant from Gov. Nicoll to the heirs and previously quoted). This property passed under the will of Pieter Praa, the grantee named in this deed, and through various conveyances since then, forms a part of the property known as "Hunter's Farm," which for many years has been held by the Trustees of Union College."

Further attention will be directed to the location of this tract of land in the trial of Humbert, and the opinion of Senator Furman, in his plea before the Court at that trial, and the proceedings of which trial will be hereinafter quoted in part.

"From the standpoint of theory and through a process of analysis and deduction, it has been com-

mented upon regarding the quietness of the heirs, as regards actions at law and otherwise, from 1670, the time of the joint conveyance to Col. Francis Lovelace, and through the period of 1705, the date of the Queen Anne grant, and in reference to this we again quote from Stephen P. Nash, in his book, "Anneke Jans Bogardus and her Farm," page 47.

"The facts that have yet been discovered by exploring the fragmentary records of this olden time, fail to show that there was during a period of at least sixty-eight years, after the sale to Lovelace, any dissent on the part of any of the members of Mrs. Bogardus's family, from the propriety of that sale, or of any other of the sales during that period, nor was any claim made to the property sold, nor any attack set on foot against the title of any occupant until after the death of all of the original parties to the transaction, whose knowledge of its details would have prevented such an attack."

As regards the advancement of the foregoing theory by Mr. Nash, a contraventional argument has been interposed as follows:

From 1674, when the Jans Bogardus lands were reputed as confiscated for the benefit of the Duke of York, until 1705, the year of the mentioned Queen Anne grant, the Bogardus lands were controlled as Crown lands, it seems, consequently, it

is entirely unreasonable to suppose that people who had taken an unconditional oath of allegiance to the King, would be in any position to attempt an action at law, or otherwise, against the Crown, however, with the reputed Queen Anne grant of 1705, the status of the lands regarding control in America was changed by the same being vested in a resident corporation, moreover, and previous to 1705, when a lease for seven years upon the farm was attempted by Governor Fletcher, to Trinity Church, this was objected to, and the order was revoked by the King, through the Colonial Legislature in Council in 1699.

The leases upon the farm were not only contested, but the rents were also contested, and suits were filed in Chancery for the recovery of the rents, thus disputing the title of the Crown, and these suits in chancery brought out the letter of instructions from the Secretary to Queen Anne, (previously referred to herein) dated April 14th, 1714, stopping all such proceedings, but which letter has since been advanced as a recognition and confirmation of the previous grant, but instead of this being the case, and in reality, it is said, and to prevent the ejectment of the Trinity Church Corporation, Rector Versey hurried off to England, and by some means procured the order from Lord Bolingbroke to stop the proceedings in Chancery until further notice, and as previously stated herein,

these suits are still slumbering in chancery, and the fact is claimed by later litigants, that no grant was ever made or confirmed by Queen Anne, to the Trinity Church Corporation, nor legally by any one acting in her behalf. On the contrary, it has been stated, every document that has been referred to by the Trinity Church Corporation, in an effort to justify their claim to title, proves the reverse of the pretenses set up in their behalf.

The original draft of the Queen Anne grant has been exhibited in former trials against the corporation, especially some of the earlier trials, and it is said that at that time the paper bore no signatures, either Royal or otherwise, and also it bore no seal, other than that of the Trinity Church Corporation, it is said, and which seal was ordered affixed by the vestry.

The Bolingbroke Letter Of Instructions Dated April 14th, 1714.

This letter of instructions reads as follows:
Anne R.

Trusty and well beloved we greet you well.

"Whereas, our trusty and well beloved, the Rector, Church Wardens and Vestrymen of Trinity Church, in our City of New York, have by their humble address, represented unto us, that our right trusty and our right well beloved cousin and counsellor, Edward, Earl of Clarendon, our late Governor of our province of New York, did grant a LEASE, of our farm to them for seven years, under the rent of sixty bushels of wheat yearly payable unto us, (the like having been before granted to Colonel Benjamin Fletcher, Governor under our late Royal brother, King William, with the like reservation) but as these rents were esteemed a perquisite of the several Governors, for the time being, the said Colonel Fletcher, who was a great benefactor and promoter of the first settling of that church, did remit the rent during his time for that pious use, as also did the Earl of Clarendon, so much as accrued under the lease granted

in his time. And that the said Earl, for promoting the interest of said church, and settling a lasting foundation for its support, did by virtue of the authority derived from us, under our great seal of England (the photographic copy of the Queen Anne grant seen by the writer does not show either the seal of England, the signature of Queen Anne, or Lord Cornbury, nor the seal of the province of New York) grant the same farm under the seal of our province of New York, to the Rector and Inhabitants of the City of New York, in communion of the Church of England, as by law established, and their successors forever, under the yearly rent of three shillings.

"But that the corporation of the said church, are now prosecuted in our Court of Chancery, there in our name, for the several rents reserved on the LEASES BEFORE GRANTED, and by the several Governors before remitted, and that OUR letters patent for the said farm are RENDERED DISPUTABLE, and therefore humbly praying, that we will be graciously pleased to give such directions for stopping the said prosecution as we shall think fit. We taking the premises into our Royal consideration have thought fit to signify our will and pleasure unto you, and accordingly our will and pleasure is, that immediately upon receipt hereof, you do stop the prosecution now carrying on in our Court of Chancery, there against the said

Corporation, and do not suffer any further proceedings to be had in that suit until we shall signify our further pleasure to you, and for so doing, this shall be your warrant, and so we bid you farewell.

Given at our Court of St. James, the 14th day of April, 1714, in the thirteenth year of our reign.

By Her Majesty's Command.

(Signed Bolingbroke)

From a close study of the foregoing quoted document, it can be seen that the letter of instructions were regarding the suits in Chancery, concerning the rents due on the LEASES, and by the stopping of these proceedings the title was saved to the Crown.

It can also be noted that the instructions stated that OUR letters patent for the said farm were RENDERED DISPUTABLE, and nothing is said about any title of the Trinity Church Corporation being rendered disputable, because such title did not then exist.

It should be remembered, that the Anneke Jans Bogardus lands, has not been shown as a part of the King's Farm, either originally, except in connection with the joint conveyance of 1670, and none of the close lineal descendants from those who were supposed to have signed the conveyance, seemed to know anything about the transaction, as would appear from the following:

AN IMPORTANT WILL

In the office of the Surrogate, New York City, Lib, 30 and 31, page 9, June 4th, 1767, is recorded the following quoted will of Petrus Bogardus, concerning the Anneke Jans Bogardus lands at that time.

"In the name of God, amen. I, Peter Bogardus, of Kingston, in the County of Ulster, and province of New York, being weak of body but of sound memory, blessed be God therefor, do make this my last will and testament, in manner and form following, viz.

"I devise and bequeath all my whole estate, both real and personal to my beloved wife, Rebecca, during her natural life, in case she so long remains my widow, that she may enjoy the profits therefrom for her support and maintainance, but if she should remarry, then she shall be entitled to no more than the law in such cases allow.

"I give unto my eldest son, Evert, for primogeniture, my pipe and cane to debar him from making any further claim on that account. I give and bequeath unto my other five children, to-wit: Jacob, Petrus, Gerritje, Marytje and Catherine, first out of my estate the sum of five hundred pounds cur-

rent money of New York, that is to say to my son Jacob the sum of one hundred pounds, to my son Petrus the like sum of one hundred pounds, unto my daughter Gerritje the like sum of one hundred pounds, unto my daughter Marytje the like sum of one hundred pounds, and unto my daughter Catherine, the like sum of one hundred pounds, which said sums after my just debts are discharged, shall be first paid unto my five children out of my estate.

"After the decease of my wife, in order to bring upon a par with my son Evertas, to what I have already given him, I give unto my daughter Catherine the same value of goods or other things, which I have given unto my other daughters, Gerritje and Marytje, as an outset equal with either of them. I give and devise unto my son Jacob, his heirs and assigns, a negro named Will, now living with him, for which my said son Jacob shall pay unto my other five children, after the decease of my wife, the sum of fifty pounds, that is to say, to each of them the sum of ten pounds. I give unto my daughter Marytje, the wife of Benjamin Low, her heirs and assigns, a negro boy named Jan, now living with her, for which she shall pay unto my other five children, the sum of fifty pounds, that is to say, to each of them the sum of ten pounds. I give unto my son Petrus, his heirs and assigns forever, all the blacksmith tools belonging to my shop.

"I give and devise unto all my children to-wit: Evert, Jacob, Petrus, Gerritje, Marytje and Cath-

erine all my right in the lands lying on New York Island, formerly in the possession of Anneke Bogardus, deceased, and was confirmed unto her children by Richard Nicholls, Esquire, in the year 1667, to have and to hold unto my said children, their heirs and assigns, from and after the decease of my wife forever, each an equal one-sixth part thereof.

"I give and devise unto all my said children, to-wit, Evert, Jacob, Petrus, Gerritje, Marytje and Catherine, all lands which by law or otherwise, are descended to me from my brother Evert Bogardus, deceased, to have and to hold to my said children, their heirs and assigns, from and after the decease of my wife forever, each an equal one-sixth thereof, and all residue or remainder of my estate, both real and personal, I devise and bequeath unto my six children, to-wit, Evert, Jacob, Petrus, Gerritje, Marytje and Catherine, their heirs and assigns forever, to be equally divided amongst them share and share alike, after the decease of my said wife, and in case that it should happen that one or more of my said children should die without any lawful issue, then such share or shares of each child or children so dying, shall descend unto all my surviving children in equal portions. Such share or shares to be equally divided amongest them share and share alike, and I nominate, ordain and appoint my son Jacob Bogardus, my son-in-law Conradt C. Elmendorf, and Benjamin Low, to be my

executors, hereby revoking all wills by me formerly made, and declare this to be my last will and testament.

"In witness whereof, I have hereunto put my hand and seal this fourth day of June, one thousand seven hundred and fifty-seven.

"Signed and sealed, published, pronounced and delivered by said Petrus Bogardus to be his last will and testament, in the presence of us the subscribed witnesses."

(signed) PETRUS BOGARDUS.
(seal)

Witnesses:

Conradt Elmendorf.
Johannes Wynkoop, Jr.
Ch. D. Witt.

Peter Bogardus departed this life August 8th, 1775.

Conradt Elmendorf, Johannes Wynkoop, Jr., Ch. D. Witt.

Ulster County.

Be it remembered that on the 21st day of September, 1775, personally came and appeared before me, Joseph Casherie, one of the Surrogates of the said county, Conradt Elmendorf, of Hurley town, in said county, farmer, and Johannes Wynkoop, Jr., of Kingston in said county, cordweaver, and being duly sworn on his oath, declared that

they and each of them did see Petrus Bogardus sign and seal the above written instrument, purporting to be the will of said Petrus Bogardus, bearing date of the 4th day of June, in the year of our Lord Christ, 1767, and heard him publish and declare the same, and for his last will and testament, that at the time thereof, he the said Petrus Bogardus, was of sound and disposing mind and memory, to the best knowledge and belief of them the deponents, and that their proper handwriting which they subscribed as witnesses, to the said will in the testator's presence, and that they the deponents saw Charles D. Witt, the other witness to the said will, subscribe his name as witness thereunto in the testator's presence.

(signed)
JOSEPH CASHERIE.
Surrogate.

Liber 30 and 31, page 9 is the will.

The foregoing quoted will of Petrus Bogardus is quite significant, when his lineal descent is considered, and which is as follows:

William Bogardus, the first, who was the first son of Anneke Jans Bogardus, by her second husband, Dominie Everardus Bogardus, had for his second wife, Walburg de Salee. Their second child was Everardus, the second, and so named after his grandfather, Dominie Bogardus. Everardus the second was born December 4th, 1675,

and he married Tatje Hoffman, and their second child was Peter, the second, and so named after his uncle Peter, the first, and who was the fourth son of Anneke and Everardus Bogardus.

Peter the second, was born April 24th, 1699, and he married Rebecca Dubois, September 15th, 1726, and their first child was a daughter named Gerritje, and she was born February 11th, 1728, and she was married to Conradt C. Elmendorf about 1750, and this son-in-law is mentioned in the will of Petrus as one of the administrators thereof.

This Petrus who made the will before quoted, was a grandson of William Bogardus the first, who was reputed to be a party to the joint land conveyance of 1670, to Colonel Francis Lovelace, and this Petrus was born in 1699, the same year that the King revoked the lease of the Bogardus lands to the Trinity Church Corporation, given by Colonel Fletcher.

This Petrus Bogardus was married in 1726, while the church was quite active in trying to get the Crown, the Colonial Legislature, or anyone who could, to confirm the Queen Anne grant of 1705, and Petrus having specifically willed to his children all his right in the lands lying on New York Island, formerly in possession of Anneke Jans Bogardus, deceased, and was confirmed unto her children by Richard Nicolls, Esquire, in the year 1667. gives rise to the supposition, that he, being the

grandson of William Bogardus, was not ignorant of the transactions of his grandfather in his time, or if he was ignorant he knew nothing about the joint transfer, according to the wording of his will, which would seem to refute the theory of Stephen P. Nash, made on page 47, of his book. "The Anneke Jans Bogardus Farm," and which theory has been previously quoted herein.

Mr. Nash, on page 29, of the above quoted book, has the following to say regarding the joint conveyance of 1670.

"IT MAY BE AT ONCE CONCEDED THAT THIS DEED WOULD BE CONSIDERED VERY DEFECTIVE IN FORM IF JUDGED BY THE ENGLISH LAW GOVERNING TRANSFERS OF REAL ESTATE."

Acts And Efforts Subsequent To The Queen Anne Grant.

In 1708 the Trinity Church Corporation INFORMED the Queen about the grant credited to her, and they appealed to her to confirm their title to the farm, as their title under the Grant was disputable. The Queen denied them their request, and she told them, among other things, "that it was the denizen of Her Majesty's fort in New York, and that all grants of the farm for longer than SIX years, should be VOID, IPSO FACTO.

In 1709 the Trinity Church Corporation appeal-

ed to the Lieutenant Governor to CONFIRM THEIR TITLE, and he REFUSED to do so, and in this same year, it is said, the Rector of Trinity Church endeavored to induce Colonel Riggs, a sailing master, to assist them in getting the Queen to confirm their title to the farm, as it was DISPUTABLE, and they were likely to be dispossessed.

In 1710 and 1711 the English Governor was requested to intercede in behalf of the Trinity Church Corporation, with the Queen.

In the year 1714 it is said that the Rector of Trinity Church went to England to consult with the Bishop of London, for the purpose of getting him to intercede with the Queen, to confirm their title to lands claimed, as the Vestry HAD ORDERED THE SEAL OF THE CORPORATION TO BE AFFIXED TO THE PATENT. The Queen died in 1714, and while the Rector was endeavoring to find some help in the confirmation of title.

The Bishop of London advised the Rector, "to forget and go home, and be at peace among themselves, as becometh Christians," and thus, the Queen dying without the Rector having seen her, she never approved or signed the famous grant attributed to her, as the author thereof.

It has been subsequently contended in later trials, that the acts of the Colonial Governors were bind-

ing as the acts of the sovereign power, that they represented in this country. The writer has seen no absolute proof that Lord Cornbury ever had anything to do with the drafting and signing of the famous Queen Anne grant of 1705. The photographic reproduction of the instrument does not show his signature, or that of the Queen, or any seal, Royal or other, than the Trinity Church Corporation seal, that was ordered affixed by the Vestry.

Colonial Acts Subsequent To the Grant Of 1705.

"It can be seen from the "Montgomerie Charter" to the City of New York, given by John Montgomerie, in 1730, that the "King's Farm" was reserved for the use of the Colonial Governors. This Charter was approved by a Colonial Act in 1732.

On November 22nd, 1732, the Trinity Church Corporation tenants, were forbidden by the Procurer General from PAYING THE RENT of the "Farm," to any other person than himself, alleging that the *"same did belong to the Crown."*

On April 25th, 1733, the Trinity Church Corporation appointed a committee "to take charge of affairs." The committee later reported that they had written a letter to the Bishop of London, requesting his assistance in obtaining a Royal grant or confirmation of the "Farm."

On October 29th, 1733, the vestry was informed that the Collector and Receiver General was still forbidding the tenants of the "Farm," to pay rents to anyone other than himself, because THE LANDS BELONGED TO THE CROWN. It will be remembered that in the Queen Anne LEASE of 1705, it was ordered to pay a yearly RENTAL of

three shillings per year for the use of the "Farm" to the Collector and Receiver General.

On December 22nd, 1733, the Trinity Church Corporation were informed that the Attorney General was demanding quit rents due from the church for the "King's Farm," and the order was from the King. The church corporation therefore appointed a committee to attend to the matter.

It is a matter of record that in this same year of 1733, a Colonial Act was passed, confirming the title to the "King's Farm," in the English Crown.

In 1739 the Receiver General was again demanding rent from the Church Corporation for the "King's Farm," and on March 9th, 1739, it was ordered, with the consent of the Vestry, that the Church Wardens pay to His Majesty's Receiver General, all the arrears of quit rent due to His Majesty for the "Farm."

Thus it can be seen that the Trinity Church Corporation were still paying rent on their LEASE of the "Farm" in 1739.

In 1785 (the year the ejectment of the Bogardus heirs from their farm was completed) the Church Corporation, in an attempt to prove their title to the "King's Farm," and "Garden," addressed a petition to the Senate and Assembly of the State of New York, opposing the rights of the State to investigate their claimed title, by referring to the Constitution, that to do so, "would sap the grand bulwark of private rights," and they fur-

thermore declared themselves "trustees of a respectable community."

On the same date in 1785, in a Memorial and Remonstrance to the Honorable Representatives of the People of the State of New York, the Trinity Church Corporation DEMANDED that the report of the committee appointed by the State, relative to their investigation for the State, of their claimed title to the "King's Farm," be expunged from the record, and they DEFIED the State to interfere, by threatening to use their "political weight," because they claimed that the property in question was granted to them by Queen Anne in 1705, by letters patent, under seal of the Colony of New York, and to the Rector and Inhabitants of the City of New York, in communion of the Church of England. (It has been previously cited herein, that the Queen never confirmed or signed the grant attributed to her.)

In the Remonstrance, the Church Corporation claimed to have been in possession from 1705, until that date of 1785, and to have regularly paid the RENTS RESERVED THEREON, up until the year 1768, as would appear, they said, by endorsements on the said letters patent, signed by the different Receivers General of the King of Great Britain.

The statement made by the Trinity Church Corporation, "that they had been in possession of the "King's Farm, from 1705 to 1785," will be refuted

hereinafter, as regards the Bogardus lands, and which had been absorbed as a part of the "King's Farm," because the heirs were in possession thereof, up until 1785, as will be shown in sworn testimony of record, in the Bogardus trial against the Trinity Church Corporation, and hereinafter set forth, and as regards the possession of the Trinity Church Corporation, regarding the "King's Farm" proper, it can be said that THEY WERE TENANTS OF THE KING OF GREAT BRITAIN, AND THEY HELD POSSESSION FOR HIM, AND AS HE WAS THEIR LANDLORD, THEY COULD NOT DENY HIS TITLE, BECAUSE TIME DOES NOT RUN AGAINST THE KING.

In 1810 the Trinity Church Corporation appealed to the Legislature of the State of New York for an Act to confirm their Charter rights, and remove doubts. In their appeal they declared that "they held no property other than they held and possessed long before the Revolution, and are legally entitled to hold by their Charter and grants from the ancient government, and that they held no property, (their communion plate and church furniture excepted) other than what the law had given to them."

IT HAS NOT BEEN SATISFACTORILY NOTED BY PRESENT REVIEWERS THAT THE ANCIENT LAW EVER GAVE TO THE

TRINITY CHURCH CORPORATION, THE ANNEKE JANS BOGARDUS LANDS.

By this appeal of 1810 we see that one hundred and five years after the claim of title of the Trinity Church Corporation, through the Queen Anne grant of 1705, a request is made to the State to remove doubts regarding their contended rights, and after holding the property in trust for this period of time, the question arises, that unless there were doubts in their minds regarding the titles, why was the State requested to remove the doubts?

In reviewing the claims made by the State of New York to the property controlled by the Trinity Church Corporation, we find that on October 23rd, 1779, an Act was passed by the Legislature of the State of New York, vesting Colonial property in the State.

By this Act of the Legislature, and section 14 of the same, it was declared, "that the absolute property of all messuages, lands, tenements and hereditaments, and all rents, royalties, franchises, prerogatives, privileges, escheats, forfeitures, debts, dues, duties and services by whatsoever names respectively the same be called, and known in the law, and all right and title to the same, which next, and immediately before the 9th day of July, 1776, did vest in, or belong, or was, or were due to the Crown of Great Britain, be, and the same, and each and

every one of them are hereby declared to be, and ever since the 9th day of July, 1776, to have been, and FOREVER HEREAFTER SHALL BE, vested in the people of this State, in whom the sovereignty and seigniory thereof, are, and were united and vested, on and from the said 9th day of July, 1776."

By a Legislative ordinance dated January 12th, 1784, a Council appointed by the State, for the temporary government of the southern district of the State of New York, the property claimed by the Trinity Church Corporation, both real and personal, was vested by the State in nine trustees, and they were "to hold the property until further legal provision should be made in the premises." The Trustees thus appointed acknowledged the trust reposed in them by the Honorable Council, and they received the title deeds, books and papers held by the corporation, however, these nine trustees appointed were all Trinity Church Wardens and Vestrymen, as has been previously mentioned herein.

By an Act passed by the Legislature on April 6th, 1784, the nine trustees previously appointed by the State, were instructed to present an account and inventory every three years of all of the estate, both real and personal, belonging "to such church congregation, or religious society, under oath to the Chancellor, or to one of the Justices of the Supreme Court."

In November, 1784, a motion was made by the State for a resolution, which having been agreed to by the House, was passed in Assembly, November 23rd, 1784, that a committee be appointed to report on the title claimed by the Trinity Church Corporation.

The committee appointed concurred in a resolution of the following quoted words:

"Whereas, all lands vested in the King of Great Britain, while it was a colony, (New York City) is now vested in the people of this State. And whereas, it is conceived that certain lands in the City and County of New York, formerly called and known by the name of the "King's Farm," and "King's Garden," is now the property of the State, which was by law sequestered for the use and benefit of the Governors of the late Colony, for the time being, and the said Governors respectively were prohibited from leasing or granting the said lands for a longer period than their respective continuance in office, therefore, Resolved, that a committee be appointed on the 23rd of November, 1784, to examine the laws and records of the State concerning the premises, and make a report thereon."

The Committee reported February 7th, 1785, as follows:

"From the state of FACTS, that it appears to them that the right before the Revolution, and title to the said lands, called 'King's Farm and

Garden' were of right vested in the King of Great Britain, and now belong to, and are of right vested in the State."

The report having been read and considered, the Speaker put the question, as to whether the House did concur with the Committee in the said report.

The question was carried by 33 in the affirmative, and six in the negative. The six negatives being Wardens and Vestrymen of the Trinity Church.

On February 28th, 1785, the Corporation of Trinity Church presented an humble petition to the Senate and House of Assembly, and also at the same time presented a remonstrance and memorial against the aforementioned Act, and in the remonstrance, etc., they declare themselves as TRUSTEES OF THE PROPERTY, THE KING'S FARM AND GARDEN.

By the Charter and Act of Incorporation, and the Queen Anne grant of 1705, possession was assumed by the Trinity Church Corporation, in the name of His Majesty, and to be held by them IN TRUST FOR US, (the Crown) OUR HEIRS AND SUCCESSORS, AND TO NO OTHER PERSON WHATSOEVER, the question arises, what marketable title can Trinity give, and who would be the purchaser under the circumstances, if the circumstances were known?

CHAPTER NINE

LITIGATIONS AGAINST THE TRINITY CHURCH CORPORATION ON THE PART OF BOGARDUS HEIRS.

In the light of the foregoing quoted information, all sorts, it will be left to the reader to form their own conclusions, as to whether the Anneke Jans Bogardus heirs had any justification or not in instituting proceedings against the Trinity Church Corporation, for the recovery of the lands formerly owned by their ancestress.

In 1749 Cornelius Brower, closely descended from Jacobus Brower, who on January 8th, 1682, married Annetje Bogardus, the third child of William Bogardus, by his first wife, Wyntie Sybrant, (this William Bogardus was a reputed party to the joint conveyance in 1670 to Colonel Francis Lovelace) commenced an ejectment suit for the recovery of Jans Bogardus land leased to Adam Vandenburg, by the Trinity Church Corporation. This matter was kept at issue for two years, and it resulted in a judgment in favor of the defendants, as in the case of a non suit.

In 1757 Cornelius Brower commenced another suit for the ejection of the same named tenant, and

trial was had in October, 1760, and it also resulted in a verdict for the defendants.

Following this last suit, or in 1767, the Trinity Church Corporation granted a 99 year lease to Abraham Mortier, and known as the Burr and Astor lease.

The term of this lease expired on May 1st, 1866. There were originally 356 lots in the tract, of the ordinary size of 25 by 100 feet, covered by this lease, and at an annual rental of $269.00 (this rental entry is ambiguous, in that it cannot be determined therefrom, whether the figure is the rental for each lot, or the entire number of lots, however, it is reasonable to consider that each lot is meant).

Privilege was given to subdivide the lots, and as a result thereof there were 465 lots in the tract when the lease expired. The lots covered by this lease front on the following named streets: Spring, Vandam, Charlton, King, Hammersley, Varick, Hudson and Greenwich.

In 1779 the Church Corporation granted another long term lease, and commonly known as the Lispenard lease. This lease was to run for a period of 83 years, and expiring on March 25th, 1862, and covering at the time of the lease 81 lots of the size of 25 by 100 feet, and also with the privilege of sub-dividing, and at the close of the lease there

were 111 lots in this tract, and fronting on the following named streets:

Canal, Desbrooses, Vestry, Hudson, Greenwich, Watts, etc.

The above named streets covered by the two leases are all embraced within the territory bounded by the physical outlines of the former Anneke Jans Bogardus farm, known as the "Dominie's Bowery."

No public record of these leases has been found on file by recent searchers in New York City, however, one of the Associations has an abstract of them in their entirety, it is said.

We will now pass the Revolutionary War period, and the activities of the Trinity Church Corporation, and others, toward possession, or from the time of the last suit of Cornelius Brower, up until 1838, when Jonas Humbert began his legal activities toward recovering the Anneke Jans Bogardus lands.

Colonel Malcolm, claiming an heirship from Anneke Jans Bogardus, commenced a suit against the Trinity Church Corporation shortly after the year 1800, and before the twenty year law of limitation had expired, after the forcible ejectment of the Bogardus occupants in 1785. The case of Malcolm was not brought to an issue until 1807, and it resulted in a verdict in favor of the defendants. The present reviewer has found no record of this suit, or the proceedings thereof.

This suit was followed by other suits as hereinafter set forth, all of which were very vigorously prosecuted and defended, with a predominance of brilliant legal talent upon the side of the defedants.

New York, May 28th, 1838.

Humbert and others, vs. The Rector, etc.,
Of Trinity Church.

H. W. Warner and G. Good, for the complainants.
P. A. Jay and D. B. Ogden, for the defendants.

(Mr. Ogden was a vestryman from 1845 to 1849.)

This was an appeal to the Chancellor from a decree of the Vice-Chancellor of the first circuit, allowing a demurrer to the complainants' bill, and dismissing the bill with costs. The bill was filed by the complainants in behalf of themselves, and of the other descendants of Anneke Jans Bogardus, and the heirs at law of her children, and devisees, for the recovery of certain tracts of land in the City of New York, in the possession of the defendants, and for an account of the rents and profits of the same. Various objections were raised by the demurrer of the complainants' right to discovery or relief, and among others, that it was not alleged in the bill, that the complaintants, or those under whom they claimed title to the lands in the possession of the defendants, had been in possession of any part of such lands since 1785 nor was it

alleged that the defendants since that period had ever admitted or acknowledged that the complainants, or those under whom they claim title, had any right, title, estate or interest therein, or in the rents or profits thereof, but on the contrary, that it appeared from the face of the bill, that from 1785 down to the commencement of this suit, the defendants had been in the exclusive and uninterrupted possession of the premises under claim of title.

Ruling of the Chancellor.

It is evident from the complainants' own showing that the defendants had been in the exclusive possession of the premises under controversy, claiming the same as their own for more than forty years previous to the commencement of this suit, and no sufficient excuse is shown to take the case out of the general rule, that a suit in equity is barred by lapse of time, if it is not instituted within twenty years after the complainants' right to commence proceedings in this court accrued.

Whether the complainants' case therefore is one of concurrent jurisdiction, or of equitable cognizance only, the remedy was barred by lapse of time, long before the filing of the bill, and the decision of the Vice-Chancellor, allowing the demurrer, and dismissing the bill, must be affirmed with costs. (Decision of the Chancellor, May 28th, 1838, and quoted in part from Paige, book 7, and pages 195-198, New York Chancery Reports. Affirmed, De-

cember, 24th, 1846. (See Wendell, book 24 New York Reports.)

Note.

As regards the trials of Humbert and others against the Trinity Church Corporation, the ambiguity of the northern boundary lines of the reputed Queen Anne grant of 1705, should be remembered, also the contended illegitimacy of the joint conveyance of 1670, as well as the annulling act of the King of 1699, together with the revoking and confirming act of Queen Anne in Council in 1708, and all of which are set forth previously herein, then with these incidents in mind, the reader can more clearly understand the why and wherefore of the litigations toward recovery, that followed in subsequent years, and the principle ones of these legal efforts upon the part of the descendants and heirs of Anneke Jans Bogardus, have been set forth, so that in the light of other information, contained in this review, an analysis can be made by the reader, and their own conclusions formed accordingly, however, the fact remains, that the interposing of the lapse of the twenty year law of limitation was considered a bar toward recovery by the court at these former trials, and this same bar is in existence now, some attorneys of to-day advise.

Cases In The Court Of Errors, December, 1840.
Decided December, 24th, 1846.

H. G. Warner and G. Wood for the Complainants.
B. F. Butler and D. B. Ogden for the Defendants.

An appeal from Chancery entitled Humbert and others, complainants, versus The Rector, Churchwardens and Vestrymen of Trinity Church, in the City of New York, defendants.

The complainants in June, 1834, filed their bill before the Vice-Chancellor of the first circuit, to settle the boundaries of certain lands in the City of New York, owned respectively by the complainants and defendants, alleged to join each other, and also to take an account between them of certain other lands, alleged to be held by the parties as tenants in common. The complainants state in their bill that Anneke Jans Bogardus, their ancestor, being seized of two tracts of land in the City of New York, one called the Dominie's Hook, containing about 130 acres of land, and the other the Dominie's Bowery, containing about 62 acres, on or about January 29th, 1663, made her last will and testament, whereby she devised to her children and grandchildren, all of her real estate, and died in the latter part of the same year.

That the complainants are the lineal descendants of Anneke Jans Bogardus, and heirs at law in the line of descent from William Bogardus and Sarah Roeloff, two of the children, and devisees of An-

neke Jans Bogardus, and that there are a large number of persons besides themselves, standing in the relation of descendants of Anneke Jans Bogardus, who are entitled to shares and portions of the real estate devised by her, but they are unable to give a complete list or schedule of her living descendants, and that the bill is filed in behalf of themselves and such others of her legal descendants as shall come in and contribute to the expense of the suit.

They then allege that in November, 1705, the defendants obtained a grant from Edward Lord Cornbury, then Governor of the province of New York, of a tract of land in the City of New York, called successively the Duke's Farm, the King's Farm, and the Queen's Farm, and of a certain other tract called the Queen's Garden, the first being described as bounded on the east partly by Broadway, partly by the common, and partly by the swamp, and on the west by the Hudson River, and the second tract being described as situate on the south side of the churchyard of the Trinity Church, and as fronting to Broadway on the east, and extending to low water mark upon the Hudson's River on the west.

They allege that the Corporation of Trinity Church, at the time of applying for the above grant, were fully aware and knew that the property contained in the grant, did not embrace any part of the

Dominie's Hook and Dominie's Bowery, but that in this petition for the grant, they purposely and fraudulently left the northern boundary of the premises to be covered by the grant, undescribed and unfixed, to the end and with the intent to avail themselves of that circumstance afterwards, for extending their occupancy under color of such grant, to other lands not properly included therein, but of which, in the circumstance of the times, they might be able to obtain some kind of possession, and thus if possible to make title by occupancy and lapse of time against the owners of the lands, so to be wrongfully occupied as aforesaid.

They charge that any possession which the Corporation may at any period have taken or held of the Hook and Bowery, (except so far as legalized by a certain conveyance obtained by them from one Cornelius Bogardus, as afterwards more particularly set forth) was taken and held under color or pretense of Governor Cornbury's grant, but with full knowledge that the same was not thereby authorized.

They allege that at the time of Governor Cornbury's grant, the tracts called the Hook and Bowery, were in the actual seizing and possession of the Bogardus family, or some of them, under claim of full legal title and ownership, to every part thereof. And from that period until about the year 1785, various members of the family were in the

actual use and enjoyment of different parts of the property, under claim of title to the whole, in behalf of themselves and their co-heirs

They then allege that prior to the Revolutionary War, Trinity Church commenced making encroachments upon the Hook and Bowery, by taking possession of portions thereof, in pursuance of their original design, and resorted to various means for that purpose, (particularly alluded to in the opinion of Justice Cowen, delivered in this cause.)

That this system of aggression was continued until 1785, when the Corporation induced one Cornelius Bogardus, (who before and since the Revolutionary War was in possession of a part of the Bowery, claiming title to it and the Hook, for himself and his co-heirs) to sell his birthright in the family estate for 700 pounds, and he accordingly conveyed to the Corporation, all his undivided share in the two tracts, called the Dominie's Hook, and the Dominie's Bowery, that on receiving such conveyance, the Corporation were let into the general and unrestricted possession of large portions of the Bogardus lands, and thereby they became seized and possessed of the lands as tenants in common with all such rightful heirs and owners thereof, who had not parted with their undivided interests in the same, and in this manner and relation they continued to occupy the lands from 1785

until the filing of the bill, in 1834. (For further details of the matter set forth in the bill, the opinion of Justice Cowen is again referred to. (See Wendell, book 24.)

Note.

The selling of the birthright of Cornelius Bogardus for 700 pounds was supposed to have taken place near the close of the Revolutionary War, and because of intimidations and persecutions, it is said, however, in the trial of John Bogardus against the church, and next hereinafter set forth, this sale was not substantiated by the defendants, because to have done so, would have been acknowledging tenancy in common, in accordance with the bill of complaint, it is said.

To the bill of complaint the defendants demurred. (A demurrer is the stoppage of a legal action by a point or points which the Court must decide upon.) Following is the six point demurrer:

1st. Because the parcels of land, portions of the Hook and Bowery alleged to be in their possession, are not set forth.

2nd. That the complainants do not set forth the share of the land to which they claim they are entitled.

3rd. That the complainants show no title in equity to call upon the defendants touching the matter set forth in the bill, that it is not pretended

that the complainants or their ancestors have been in possession at any time since 1785.

4th. That it is not shown that any action at law has been brought by complainants, or that any impediments exist to such action.

5th. That the bill is defective for the want of necessary parties, apparent from the bill itself.

6th. That the bill does not present a case entitling the complainants to discovery or relief.

The cause was brought to a hearing before the Hon. Wm. T. McCoun, Vice-Chancellor of the first district, who made an order allowing the demurrer, but giving leave to the complainants to amend their bill, (This privilege was not taken advantage of for some unkown reason) by showing what lands claimed by them are in possession of the defendants, how the complainants are entitled to the same, whether by descent or otherwise, and setting forth their respective shares and interests therein. From this decree the complainants appealed to the Chancellor, who on the 28th of May, 1838, affirmed the decree, allowing the demurrer and dismissed the bill. (See case previously set forth hereinbefore.)

From the decree of the Chancellor the complainants appealed to this Court, (Court for the Correction of Errors) where the cause was argued, after the setting forth of points by each side.

Points on the Part of the Complainants.

1st. The complainants are entitled to relief under two general heads of equity. First, to settle and adjust the boundaries which have been fraudulently confused and encroached upon by the defendants, their tenants in common, who own in severalty the adjacent premises, and whose duty it was, as such tenants in common, and adjacent owners in severalty, to preserve the boundaries and landmarks distinct. (Rouse vs. Barker, 3 Bro. P. C., 180 Kinesby vs. Farren, 2 Ves. Norris vs. Le Neve., 3 Atk. 83. Acton vs. Lord Exeter, 6 Vesey, 293. 1 Story's Jurisp, 574). Above are citations.

2nd. It does not appear by the bill so as to warrant a demurrer, that the complainants are barred of their claim by lapse of time, because, first, they have been tenants in common with the defendants since 1785, and the possession of one tenant in common, is in law, the possession of the other, and second, the facts and circumstances set forth in the bill are such as to disavow the presumption of the conveyance from the complainants to the defendants of their undivided interests, or of an ouster and adverse possession, viz., the circumstance of fraud

set forth, because, first, generality of pleading is allowable in stating ancient facts, especially in a court of equity, and second, the word heir involves matters of fact as well as law, and it is sufficient to allege that a party is heir of another, without detailing the circumstance of relationship. (2 Chit. Plead. 208. 2 Saund. 7 n 4.)

3rd. To have an account against the defendants as their tenants in common of rents and profits.

4th. The law of primogeniture did not prevail and govern the descents among the Dutch inhabitants of the colony of New York in respect to their inheritances upon the introduction of the English government, or the English law.

5th. An action at law was not necessary in the present case previous to exhibiting the bill.

6th. The parties being very numerous, as alleged in the bill, and having a common right, it is sufficient for some to sue as complainants on behalf of themselves and others.

7th. Even if it were true that some of the plaintiffs had no title, that is not fatal in a bill of this kind, which the law allows for convenience sake, and will not suffer to be defeated, by an objection of misjoinder only applicable to cases of joint demand. (The above quoted 7 points are evidently in answer to the six point demurrer allowed the defendants.)

Points on the Part of the Defendants

1st. It appears on the face of the bill that the defendants have been in the exclusive possession of the premises in question, from the year 1785 to the filing of the bill in this cause, in June, 1834, being nearly fifty years, claiming them during the whole time as their own. This length of possession is a bar to the claim set up in the bill.

2nd. The bill shows no sufficient legal title in the complainants, to the lands in question, or any part of them.

3rd. The bill is not sufficiently certain and particular as to the lands in possession of the defendants, which the complainants claim, nor as to their respective shares or interests (if any) therein.

After advisement the case was plead by the defendants, and as set forth by Wendell in book 24. No plea or pleas by the complainants being set forth in this book.

After the pleas of the defendants one of the Senators, a lawyer for the defense, addressed the members of the Court, giving his opinion, and quoted in part as follows:

* * * "but I am decidedly opposed to all such antediluvian claims, and if it is once known or be-

lieved that estates and properties, no matter how long they may have been enjoyed or honestly possessed by the occupant, can be disturbed or broken up, there is no estate or farm in the whole country, but some individual may be found to bring an outlandish, or outlawed claim, and break up the peace of honest men and their families, and destroy the comforts of whole communities. I am therefore decidedly of the opinion that the decree of the Chancellor should be affirmed."

The opinion of the Court in this cause is quite lengthy, and it is in part as follows:

* * * "If the claimants have not been in possession actually or constructively within twenty years, he loses the right to his ejectment. * * * Possession by the defendant with a claim of title for twenty years, can no more be answered by averring that he knew he was wrong, than could the bar of two years in slander, by the known falsehood of the libel for which it prosecuted. So long as a man is in possession of land claiming title, however wrongfully, and with whatever degree of knowledge that he has no right, so long the real owner is out of possession in a constructive as well as an actual sense. It is of the nature of the statute of limitations when applied to civil actions, in effect, to mature a wrong into a right, by cutting off the legal remedy." * * *

On the question being put by the Court, "shall

the decree be reversed" all of the members of the Court present, (seventeen being present) answered in the negative, whereupon the decree of the Chancellor was affirmed.

Note.

Except insofar as the matter of the expiration of the 20 year law of limitation applied, the question of title to the lands claimed by the Corporation, was apparently not entered into, or settled by this court, the question being to either affirm or reverse the decree of the lower court.

It can also be noted that all action at law upon the part of Humbert, from the time of the decree of the Vice-Chancellor of the first circuit, up to and including his action before the Court of Errors was one appeal after another against decisions of lower courts, consequently, decisions after that of the Vice-Chancellor were in affirmation of his act.

In February, 1846, motion was introduced to file a supplemental bill, introducing further evidence discovered. (See Sanford, book 4.) The motion was denied and dismissed with costs on November 20th, 1846. The principle document sought to be introduced was the letter of instructions from the Secretary of Queen Anne, dated April 14th, 1714. and which instructions Governor Hunter, (the then Colonial Governor) refused to ratify.

The other document asked to be introduced as newly discovered evidence were the Chancery pro-

ceedings mentioned in the above quoted letter from Queen Anne, and another document was the Colonial Assembly's Journal in 1708 and 1709, showing the passage of an act to confirm the letters patent granting the "Queen's Farm," to Trinity Church, and the act itself, which it was alleged the then Governor of the colony refused to approve, and as regards this supplemental evidence, and his refusal to admit it, the Vice-Chancellor speaks as follows:

"Of these it may be said that the act referred to, and the Chancery proceedings, are yet to be discovered, for they have not been produced, nor does any person depose that he has ever seen them, or that they can be produced if an opportunity be given for that purpose."

The opinion in part delivered by Justice Cowen in the aforementioned cause is as follows:

"Both the learned officers who considered this case in the court below, agreed that the bill of complaint failed to show that any of the complainants, or those under whom they claim, had been in actual possession of the premises in question since 1785.

"On the contrary, they considered it as admitting possession in the defendants since that time. But they differed as to the character of this possession, the Vice-Chancellor holding that it was not adverse, within the meaning of the statute of limitations, while the Chancellor held that it was.

"The bill is in the two fold nature of an action of ejectment, and an action of account. It is brought to settle boundaries, and to take an account between alleged tenants in common. The legal bar to an action of ejectment is fixed by the statute at twenty years, and to an action of account at six years. The two claims being not conclusively of an equitable character, but capable of enforcement either in a court of law or equity at the election of the complainants, the court of chancery and this court are bound in passing judgment, to apply the same principle in sustaining the complainants' claims, in allowing bars to their remedy, and receiving answers to avoid or overcome such bar, as would prevail in an action of ejectment, or of account itself.

"The statute of limitations do not mention, (at least the older statutes did not mention) bills in equity as the subject of a bar by lapse of time, but when the statutes came to be fully considered by the court of chancery, they were adopted, and the same operation given to them there, in respect to all legal claims, as if the statute had expressly mentioned such claims. In all matters wherein the jurisdiction of chancery, and the common law courts were concurrent the statute of limitations were adopted in chancery, on two grounds, first, on the ground that equity follows the law, and secondly, that where a thing is forbidden by law in one form, it shall not be done in another. It was

found in matters of account for instance, between joint tenants or tenants in common, that the statute limiting the action to six years, would be of no avail, if it could be evaded by filing a bill in chancery. In all such cases of concurrent jurisdiction, therefore, which are numerous, the statutes have uniformly, with the exception of a few early and ill considered cases, been received implicitly by the court of chancery, and the well settled rules upon authority will allow of their being weakened by exceptions and qualifications, to no greater extent than if they had in terms extended to the court of chancery, and so much is premised without any intention at this stage of the examination to cite authorities in its support." * * *

As to the disputed location of the 130-acre tract, the "Dominie's Hook," and mentioned by Humbert in his bill of complaint at this trial, Senator Furman, a lawyer for the defense, delivers himself as follows in this cause:

"It is admitted if there be a strong equity in favor of the defendants, they cannot be required to condemn themselves or expose their title to the searching questions of a bill of this nature, and that such is also the case where the equities are balanced between the parties. But the complainants here claim that they have a superior equity, or in other words, a triple equity, based first, on the allegation of confused boundaries, second on

the claim for an account, and third on the charge of fraud. On the first ground the allegation of confused boundaries, I have examined thoroughly the complainants' bill, and upon carefully reading the description of the first tract of land of 130 acres claimed by the bill, and described as the "Dominie's Hook" on a creek or inlet called Messpats Kill, in the City of New York.

"I have come to the conclusion that it is much more than doubtful whether that tract was ever in the city and county of New York, and I am the more strongly impressed with that doubt, from the fact that from all the examinations and inquiries which I have made, I cannot discover that there ever was any creek or kill of that name on Manhattan Island. Neither Benson in his 'Memoirs On Ancient Names,' or Moulton in his 'View of New Orange,' in 1673, now New York City, or Watson in his 'Olden Time In New York,' mention it, though they describe all the shores, creeks, inlets, hills and valleys known upon that island.

"But I do find that there was a Messpats Kill on Long Island, in Newtown, and that in the same town was a farm called the Bowery, which did anciently belong to the ministers of the Dutch Reformed Church of New York, and was applied among other things, to the support of their poor. This Messpats Kill is described by that name in the New town purchase, under the Dutch Government, bearing date of the 12th of April, 1656,

and in Governor Nicoll's patent of New town, under the English government, dated March 6th, 1666, and in the year 1665, we have a conveyance of a farm at Messpats Kill on Long Island, with a habitation and a tobacco house, and the term Bowery was not then or at any period used to designate any particular place, except in a single instance of a street in New York City, but the name simply meant a farm, and so there was Corlear's Bowery, Stuyvesant's Bowery, and many others, and the same term was applied to farms at Schenectady.

"Another reason which induced me thus critically to examine the description of that first tract of land, was that from a perusal of the bill, I discovered a plain and apparent error, in fact, it is stated, that in the year 1663, Anneke Jans Bogardus was, in the words of the complainants, then in the Village of Beverwyck, in New Netherland, so called, a place now within the city and county of New York, whereas, Beverwyck was never within the city and the county of New York, but it was at or near the present site of Albany, N. Y."

The next piece of land claimed by the bill, being 62 acres, is described as "lying on the south side of the house to the fence belonging to the company," meaning the Dutch West India Co., and which the complainants locate at Warren street in the City of New York, and extending therefrom northwardly. In order to ascertain whether there be in reality any such confusions of boundaries, we

must in the first place ascertain, if possible, where this land of the Company, or the "King's Farm," as it was afterward called, was located.

It would be impossible at this distant period to locate accurately by tradition the boundaries of that farm, no two persons would place it within the same lines by many hundred feet, and in fact no two writers or historians have ever as yet agreed in their description of it.

One, I recollect, states that the Company's farm extended to the present Duane street, another locates it between Liberty and Courtlandt streets, and the complainants describe its northern boundary to be at Warren street. Under the Dutch administration all the rear of the town beyond the walls was cast into farms, said to have been six in number, called "bouweries."

Van Twiller, the governor, occupied No. 1, on which was his mansion, and he had his tobacco plantation on No. 2. This No 1, which was the Company's Farm, (and with No. 2, afterwards known as the "King's Farm") extended from Wall street to Hudson street.

No. 2 was next beyond that north. No. 3 was at Greenwich.

No. 4 was on the plain of Manhattan, including the park or commons to the kolck. All these farms originally belonged to the government, and most of them probably remained public property long after

the period designated by the claimants as the time of acquisition of their title.

"There being no dependence to be placed on the recollections of any individuals in such matters, as every person must have experienced who has been obliged to test the accuracy of such information, the only remaining evidence on which we can with certainty rely, are the ancient maps made about that time, and we fortunately have such evidence existing in the map of the city of New York made by James Lyne, in the year 1729, which shows that there was no street beyond Broadway westward, and that the land on the eastward side descended to the beach, and that from Courtlandt street northward, all the ground west of Broadway was occupied by trees and tillage, and called the 'King's Farm.' One of the boundaries of this farm being said to be partly by a swamp, if that swamp can be shown to be far to the northeast of the spot where the complainants locate the northerly boundary of the farm at Warren street, it would seem to settle the question in the minds of most reasonable persons.

"In the year 1775 Broadway, in the vicinity of what is now Grand street, was known as the "new road' and about the site of Grand street was then a swamp, and it was by marching a detachment of the American Army along the edge of this swamp to the woods, which were then near Richmond Hill, and then through the Greenwich Road, in the fol-

lowing year 1776, that they were saved from what was then esteemed almost inevitable destruction. This historical fact is recited for the purpose of showing the location of that swamp, and taken in connection with the other facts, will prove that the 'King's Farm,' granted to the defendants, legitimately covered the premises now claimed by the complainants."

Senator Furman further delivered himself at considerable length regarding the law of inheritance, the articles of capitulation, etc., all of which were abrogated in 1673, he said, when the Dutch temporarily recaptured the colony. The English law and customs were fully established by Governor Andros in 1674, when Holland formally ceded Manhattan Island back to the English, in exchange for Surinam. Governor Andros declared "that without conditions, articles or provisos, they (the Dutch) must take the oaths, otherwise to stand the censure and penalty in the laws set forth.

After his lengthy delivery, Senator Furman gave his opinion to the Court as follows:

"I can see no good reason for sustaining this claim, either upon the facts of the law of the case as set forth by the complainants themselves, and I am therefore in favor of affirming the decree of the Chancellor."

Senator Lee followed Senator Furman for the defense, and Mr. Lee delivered himself in part as follows:

"The decree should be affirmed for the reason

on the grounds assigned by the Chancellor. It appears on the face of the bill that the complainants claim is barred by lapse of time, as the defendants are admitted to have been in exclusive possession, exercising acts of ownership, as selling, leasing, etc., since 1785, and it is not averred that any ancestors of the complainant have been in possession since that period."

Senator Livingston followed Senator Lee for the defense, taking up the subject of fraud charged in the bill, and his opinion in part is as follows:

"I cannot feel myself justified in saying or believing that the patent from Queen Anne was obtained by fraud, I shall never be ready or prepared to believe in fraud merely because it may be presumed. I have a better opinion of mankind, and shall require very substantial proof, whenever I am compelled to believe it. I do not find sufficient grounds in the charges contained in this bill to satisfy my mind that I ought to be instrumental in disturbing a possession of such long standing. This appears to me to be precisely one of those cases where the decisions of this court should silence claims of this nature."

After Senator Livingston the question was put to the members of the court as to the reversing of the decision of the Chancellor, and the question was answered in the negative, and as previously set forth in these pages.

NO record has been found of any of the pleas of the Attorneys for the complainants in this case.

Technicalties Adjudicated in the Humbert Case.

Legal Summary.

The statute of limitations may be interposed as a bar to relief in equity, on a bill filed for the settlement of boundaries between adjoining tracts of land, alleged to be confused, and praying a discovery, and also for an account as between tenants in common, the same as it may be insisted on at law in an action of ejectment or account, on the principle that where the jurisdiction of the courts is concurrent, time is an absolute bar in one court as in another.

Where from the face of the bill it appears that the statute of limitations has attached, and that the complainant has failed to bring himself within any of its exceptions, the defendant may demur, and is not bound to plead the statute.

Even in cases of exclusive equitable cognizance the statute of limitations is generally permitted to prevail in equity, as well as at law, on the principle of analogy, but there are exceptions (besides those enumerated in the statutes) such as frauds, trusts, etc., in which the court exercises its discretion in permitting the defense.

A naked possession of land, unaccompanied by

a claim of right, never constitutes a bar, but inures to the benefit of the true owner.

So if a man have title as tenant in common, and be in possession he is assumed to hold for himself and his co-tenants, but such presumption may be rebutted by proof of act or declarations, indicating an intention to exclude his co-tenants, such as a disavowal of his holding as a tenant in common, and if he in fact keeps out his co-tenants, such acts and declarations constitute an ouster, and his possession from that time becomes adverse within the meaning of the statute.

Neither fraud in obtaining or continuing the possession, or knowledge on the part of the tenant, that his claim is unfounded, wrongful and fraudulent, will excuse the negligence of the owner, in not bringing his action within the prescribed period, nor will his ignorance of the injury, until the statute has attached, excuse him, though such injury was fraudulently conceived and concealed by the contrivance of the wrong doer.

A possession to be adverse must be inconsistent with the title of the complainant who is out of possession; it must be accompanied by a claim of title, exclusive of the rights of all others, and must be definite, notorious and continued for a period of twenty years.

Where there is an actual occupation of the premises, an oral claim is sufficient to sustain the defense of adverse possession.

It is only where a constructive adverse possession is relied upon, that the claim must be founded on color of title by deed or other documental semblance of right.

(The foregoing Humbert trial proceedings are quoted in part from Wendell, book 24, Cases in Chancery, except the NOTES.

Note.

At the time of the hearing of the before quoted Humbert cause the heirs of Cornelius Bogardus the first, were having suit against the Trinity Church Corporation, for that portion of their original ancestor, that was not transferred to Colonel Lovelace in the joint conveyance of 1670, and as further regards this joint transfer we will again quote from Stephen P. Nash, L. L. D., in his book "Anneke Jans Bogardus Farm," and pages 39 and 41 of the same.

"In the sale to Lovelace all the heirs acted directly, or were represented, except the widow Helena Bogardus, and her infant son Cornelius, the second, though the authority of those who acted for others is not shown, except by the statements of the deed. This Cornelius Bogardus the second, was the only child of Helena Teller, and Cornelius Bogardus the first, who died in 1666, and he was the second son of Anneke Jans Bogardus.

"Cornelius the second could not have been more than four or five years old at the time of his father's

death. It is this Cornelius the second who was wronged, if any one was, by the transactions of that period. But the question still remains why was there no reference in this Lovelace deed, to the widow of Cornelius Bogardus, the first, or to her infant son Cornelius, the second, nothing has yet been discovered that furnishes an explicit answer."

The Humbert case in the Court of Errors was followed, as regards date of decisions, by the Bogardus case in Chancery, and the latter case will be set forth next hereinafter.

A conclusion in the Humbert case has been advanced by a historian of the present day, and as follows:

"Humbert having sued as he did, and the decision rendered as it was, will be found, it is thought, to have been in violation of paragraph V, of the Colonial Act of 1784, and passed April 17th, of that year, (see Vol. 1 Jones & Varick's edition, page 128) and which paragraph reads as follows:

"Provided nevertheless, and be it further enacted by the authority aforesaid, that nothing in this act contained shall be construed, deemed, or taken to prejudice or injure the right or title of any person or persons whatsoever, to any of the lands or tenements occupied or claimed by the corporation aforesaid. (Trinity Church Corporation)."

The denial of an accounting by reason of ver-

dicts against Humbert was evidently in violation of Article VI of the Colonial Act of 1814, passed January 25th, of that year, (see Session Laws of 1814, page 5) and the proviso of which Article is as follows:

"Provided always, that nothing in this act contained shall be construed to effect or defeat the right of any person or persons, or of any body corporate, to the estate, real or personal, now held, occupied, or enjoyed, by the Corporation of Trinity Church."

Bogardus versus Rector, etc., of Trinity Church, William Berrian, Rector, and William Johnson, Comptroller.

Argued Dec. 26-27-29-30 and 31, 1845, and Jan. 3, Feb. 2-3-4-5-6-7, and 9, 1846, and Jan. 20, 1847, and decided June 23, 1847.

The bill in this case was filed by John Bogardus, on the 11th day of December, 1830. William Berrian was made defendant, as the Rector of the Church, and William Johnson, as their Comptroller.

The defendants in October, 1831, put in plea and answer hereinafter set forth.

The cause was brought to a hearing on the sufficiency of the plea, at the October term, 1831, before the Chancellor, by whom it was allowed on the 6th of August, 1833, (see Paige Book 4.)

In the meantime on the 8th of March, 1833, the complainant died, and on the 23d of October, 1834, the suit was revived on a bill of revivor in behalf of his heirs. The decree was allowed, entered as of Nov. 4th, 1831, the complainants in the revived suit appealed to the Court for the Correction of Errors, where the decree was affirmed in Dec.,

1835 (Wendell 15-111, Chancellor affirming the decree of the Vice-Chancellor) the complainants then took issue upon the plea, by filing a replication.

Proofs were taken on both sides and the cause was finally brought to a hearing in December, 1845, and February, 1846, before Assistant Vice-Chancellor Sandford. His decision was suspended on the occasion mentioned in the report of the interlocutory application, until after he became Vice-Chancellor, and it was finally submitted to him in January, 1847. The hearing lasted thirteen days and many witnesses were examined in open court.

The complainants set forth that John Bogardus of the City of New York, is a descendant of the paternal line from Cornelius Bogardus, one of the heirs of Everardus Bogardus and Anneke Jans, his wife, and as such is entitled in equity to a portion of large sums received by the ecclesiastical corporation in that city, called Trinity Church, on leases and sales of real estate, as trustees for the complainant, and to be secured in respect of further receipts on such leases and grants. That his ancestors before named were the same persons intended by the names "Dominie Everardus Bogardus" in a certain deed, executed by Richard Nicolls, Governor of the province of New York, dated March 27, 1667, and duly recorded in the Secretary's office, by which deed, the Governor, acting for the Duke of York, pursuant to the articles in

the Dutch capitulation of August 27, 1664, confirmed and securing all existing titles to real estate, acknowledged the right and title of the children of Anneke Jans to have and to hold the lands therein described, in their demesne as of fee as tenants in common, and did grant and confirm such title to her children.

That Anneke Jans died in 1663 leaving seven children, and two grandchildren by a deceased child, all of whom were named in her will as follows: Sarah Roeloffse, wife of Hans Kierstead; Catherine Roeloffe, wife of Johannes Van Brugh; Jannette and Rachel Hartgers, children of Anneke's deceased daughter, Sytie Roeloffe, wife of Peter Hartgers; Jans Roeloffe; and Wilhelm; Cornelius; Jonas; and Peter Bogardus. That Anneke Jans devised the real estate before mentioned to those persons as her heirs, she having survived her first husband, Roeloffe Jansen, as well as her second husband, Everardus Bogardus.

That such real estate is the same as that described in a transfer or conveyance to Francis Lovelace, dated March 9, 1670-1 and reported in book A of transports, begun in 1665, at page 122, in the Clerk's office of the City and County of New York, executed by certain of the heirs of Anneke Jans Bogardus, therein named, under which instrument Trinity Church has claimed to hold by certain mesne conveyances after stated, all the rights, shares, titles to the lands by such instrument

conveyed, intended or described. That the Church made such their claims in writing, in the words following, namely:

"New York, 2nd December, 1785.

Gentlemen: — We take the earliest opportunity of communicating to you the enclosed copy of the record of a transfer to Governor Lovelace of Dominie's Hook, from the heirs of Anneke Bogardus, and to which, though afterward granted by government to Trinity Church, you now claim to have inherited from them. Time and long uninterrupted possession had, it seems, worn away the memory of this transfer, and the evidence of it would still have remained dormant, if Mr. Hart (who is deeply interested in your claims) had not accidentally discovered this record, and from a regard to justice, which does him great honor, made it known."

That the written claim was addressed to certain agents for the heirs of Anneke Bogardus, and was signed by James Duane, John Jay, William Duer, John Rutherford, James Farquhar, as a committee of Trinity Church, for managing their controversy with the heirs of Anneke Bogardus.

That the enclosed copy of the record of transfer to Governor Lovelace was in the words and figures hereinbefore quoted.

Note.

It can readily be seen that the COPY of the joint conveyance was produced and introduced by a committee of Trinity Church Vestrymen, and attested to by Clerk Benson, as being a true copy, and it can also be noted that the paper was accidentally discovered. No signature of the principals are given on this attested copy, it is said, and it being a true copy, therefore, there were no signatures to the original, evidently.

Continuing the bill—That such committee was duly authorized by the Corporation of Trinity Church to make such claim, and make it in their behalf, and thereby the Corporation in effect claimed to have and to hold all rights, titles and shares which the grantees therein had in the lands described, the Corporation claiming to have the same by the mesne conveyance of a grant of Queen Anne, or the Government of England referred to in such written claim, to whom as the Corporation such rights and title were transferred by the deed of transport, and from whom they were granted to the Corporation.

That the Corporation on or about November 23d, 1705, by their corporate names of the Rector and Inhabitants of the City of New York, in communion of the Protestant Church of England, established by law, accepted and received the letters patent and grant of Queen Anne, bearing that date, ex-

ecuted by Edward, Viscount Cornbury, then Captain General and Governor of the province of New York, delivered to the Corporation and duly recorded in the offices of the Secretary of State, by which grant there was conveyed to that Corporation, all that parcel of land situated on the Manhattan Island now City of New York, then known by the name of the Duke's Farm, King's Farm, or Queen's Farm, and bounded on the east partly by a street called the Broadway, partly by the common, partly by the swamp, and on the west by the Hudson River.

The bill further stated that this grant was the one referred to in the above written claim, and in its description are included the lands described in the transport to Governor Lovelace, and the Corporation under and through the latter claimed all the rights and titles by the deed of transport.

That Cornelius, the son and heir of Anneke Jans, was not a party to that instrument, and did not then, nor at any time, ever transfer his right and portion in the real estate therein described, and his right and title were not transferred to Governor Lovelace, and never passed to or were vested in the Government of England, nor was such right included in, or granted, nor did it pass by the letters patent of Queen Anne, but the same remained in him until his death, at which time he was seized and possessed in fee simple of one individual sixth of the premises in the deed of confirmation de-

scribed, his brother Jans or Jonas, and his half-brother Jans Roeloffe, having died intestate and without issue, and being so seized as tenant in common with the Corporation, Cornelius died October 13, 1707, leaving surviving his oldest son Cornelius, who thereupon became seized and possessed in fee simple in common with the Corporation, as tenant of such sixth part, and on his death, Nov. 27, 1759, his sixth part descended to and became vested in his eldest son, Cornelius. The latter thereupon became seized in fee common with the Corporation, and being so seized, taking certain esplees and profits of the premises in his lifetime, died intestate, Nov. 23, 1794, leaving five children, including the complainant, to whom his sixth descended equally, and the complainant thus became seized of one-thirtieth, as tenant in common with the Corporation, and his brothers and sisters.

The bill further stated that the premises described in Governor Nicoll's confirmation, consisted of two parcels of land, of which the landmarks are in part removed or lost, but the corporation have by ancient surveys, maps, etc., certain knowladge of the limits of these two parcels, which are described as containing 62 acres, or else they have been removed or obliterated by the act of the Corporation, who for a long time have had the care and management of these real estates, receiving the rents and profits, as well for the use of the complainant as for themselves. That one of these par-

cels, according to its present or modern limits, consists of all that real estate bounded as follows:

"Beginning at the western extremity of the south side of Warren Street, thence running by the rear of the lot on the south side of that street to Broadway to the southwest corner of Duane street (by the west side of Broadway) thence running by the south side of Duane street, west to low water mark, south to the place of beginning."

(This parcel commonly known as Dominie's Hook, because of being of an irregular triangle in shape, with the base on the Hudson River.)

As to the other parcel, the boundaries have been removed by the Corporation, but the same are known to the officers and agents. (Dominie's Bowery.)

That in the year 1705 the Church Corporation entered upon these real estates, under the instrument of transport by those heirs of Anneke Jans, and thereby became seized of the title of those who conveyed by transport and became tenants in common with Cornelius Bogardus, son of Anneke, and thereafter held the estate as such tenant in common, with the successive heirs of Cornelius.

That the Church Corporation executed to many different persons, numerous leases of parts of those real estates, reserving to the Corporation large rents which they have received ever since, and have sold and conveyed large parcels to divers per-

sons for large sums, paid to the Corporation. That the rents and consideration moneys were received as trust for the complainant and his ancestors, in respect of their undivided share of the estate.

That Trinity Church Corporation was incorporated May 6, 1697, by a charter granted by Governor Fletcher, which was confirmed by an act of the Colonial Assembly, passed June 27, 1705.

The name of the Corporation was altered March 10, 1788, by an act of the legislature and again by an act of January 25, 1814, to its present title. By the Charter of 1697 the real estate of the church corporation was limited to five thousand pounds sterling annual value, but the Act of 1704 reduced it to five hundred pounds, which provision has ever since been in force (up until the time of this trial, after which the figure was again raised to five thousand pounds). The corporation accepted the latter act, especially as is recited in the Queen Anne Grant, under which they claim and hold the lands in question. That, by the Royal Charter there was granted to the corporation a large parcel of real estate, situate in or near to a street without the north gate of the then City of New York, commonly called Broadway, containing 310 feet in breadth on that street, and extending to Hudson River, a part of which land was then enclosed for a cemetery or churchyard, and the residue as now situated between Rector and Thames street, and between Lumber street and

the North River, is covered with more than 100 dwelling-houses, warehouses, shops, and wharves, exceeding now the yearly value of five thousand pounds sterling, and exceeding in 1785 the yearly value of 500 pounds sterling.

That, by letters patent of Queen Anne, the whole of the King's Farm, (including Cornelius Bogardus's share), and also the King's or Queen's Garden, so called, were granted to the corporation, the latter lying south of the tract granted in the charter and extending to the Hudson River. Both of these parcels are in like manner covered with costly dwellings, warehouses, shops, and wharves, which in 1785 and ever since exceeded the yearly value of 500 pounds sterling.

The bill alleges that the property of the Church Corporation at this time exceeds FIVE MILLIONS of dollars, and yields a yearly income of more than THREE HUNDRED THOUSAND DOLLARS.

That the corporation has never been able or capable, in law, of receiving for their own use, more than 500 pounds sterling yearly, and from the time when their income became equal to that sum, they became and were incapable, in law, of acquiring by ouster or dispossession or dis-seisin of the complainant, or any of his ancestors, any right, title or interest in his share or their share or portion, in the real estate so granted to the Corporation by

Queen Anne, and incapable of receiving and applying to their own use, any of the moneys received by them, proceeding from those estates, over and above shares of the heirs of Anneke Jans, who conveyed to Colonel Lovelace, but such surplus was received as trustee for the complainant and his ancestors respectively, and he is entitled to one-thirtieth part thereof.

The bill then stated the refusal of the corporation and the other defendants to account, and various pretenses are set forth.

The bill then prays for a discovery of records, documents, resolutions, and all pertaining to the facts charged, for an account of the rents, profits, sales and receipts, and payment of one-thirtieth to the complainant, a statement of all subsisting leases and of the lands sold and remaining unsold, and for general relief.

The plea and answer of the defendants were put in jointly. The pleas interposed to all the relief prayed by the bill, and to all the discoveries, as well as seven matters of general denial. (See Sandford, Book 4.)

After the plea was judged to be valid, the complainants in the revived suit filed the usual replication, taking issue upon the truth of the plea.

Defendants exhibited at this trial various proofs of their possession, in the form of several leases to different parts of the King's Farm. Several witnesses were examined in this case.

William H. Harrison as Comptroller of Trinity Church, testified principally of the leases granted to individuals by Trinity Church, upon parts of the King's Farm and the Duke's Farm (the 62-acre Dominie's Bowery).

The exhibits upon the part of Comptroller Harrison were made for the purpose of disproving if possible the claim of tenancy in common, as charged by the complainant, and also for establishing thereby the title and ownership of Trinity Church to the lands in question.

No record of any pleas of the attorneys for the complainant in this case were located.

Several witnesses were examined for the complainant, of whom the following is one of the most important.

Elizabeth Bogardus testified February 6, 1842, that she was 74 years of age, and was the widow of John Bogardus, the original complainant to whom she was married in 1783.

In the spring of 1784 she and her husband came to the City of New York on a visit to his father, Cornelius Bogardus, who then lived in a frame house on the south, or lower corner of Chambers street and Broadway, with his wife, one daughter, his son Henry, and the wife and child of the latter, and a son of Cornelius Bogardus' wife. Cornelius Bogardus spoke of the house and land he lived on as being part of the land inherited by him and

others, at that time, the "Dominie's Bowery," and the "Dominie's Hook," which extended northwardly from Chambers street, but she did not remember how far. He always spoke of the "Dominie's Bowery" and "Dominie's Hook," as being the lands he claimed. He lived in that house for three years after the peace (Revolutionary War). About a year after the close of their visit, the deponent and her husband returned to New York, and lived in a house at the south or lower corner of Broadway and Reade streets, with her husband's brother, H. Bogardus, all of whom were put in possession by Cornelius Bogardus as his tenants. Mrs. Alexander came to live there with Henry. Henry moved away about six months after the deponent went there to live. He occupied a separate part of the house while there. Deponent and her husband lived there about four or five weeks, and then moved to a vacant house at the north corner of Reade and Chapel streets, and they were put into the same by Cornelius Bogardus and lived there as his tenants for over a year. The house was still standing in February, 1842, and was occupied as a blacksmith shop, being on the now corner of Hudson street and Broadway. When they left this house Cornelius Bogardus next put them as his tenants into a house in Chambers street, on the north side, and about three lots west of Broadway, where Thomas Eagles had lived several years, and where he then lived.

He held as tenants under the Malcolm's, as she understood, (Colonel Malcolm had suit against Trinity Church in 1807) and who claimed to be heirs of Anneke Jans.

We gave up possession to one McCullom, who, as the deponent understood gave up his possession to the Malcolms. Deponent and her husband next moved into a house on Warren street, as tenants of one Carpenter, and lived there one year, and they then lived in a house between Chambers and Reade streets about three years, and after that in a house near where Masonic Hall now is. Cornelius Bogardus left the City of New York about the time she and her husband moved from the Reade street house, now a blacksmith shop.

Cornelius Bogardus sold clay from a clay pit situate betwixt Reade and what is now called Thomas street, and near Hudson street.

His claim to it was notorious and it was always talked of as belonging to him, and no one disputed it. He made them pay a shilling a load for it, and sued some who did not pay and collected from them.

"Dominie's Hook" and "Dominie's Bowery" were spoken of as two distinct pieces of land. She cannot say which was the 62-acre piece. She was shown by her father-in-law a part of the lands called by those names, which he and others claimed as heirs of Anneke Jans, namely, all the lands along the river northerly of Warren street, where

Greenwich and Hudson streets now run, including Lispenard's place, and all others west of what is now Broadway. That this land lay open and vacant, and but little of it besides Lispenard's was fenced in, and she heard from Cornelius Bogardus and others that he had plowed and raised a quantity of wheat on a field, part of that land, before the Revolutionary War, and just as he was going to reap it some persons broke into the field and destroyed it.

Several persons were put into possession of parcels of that land by Cornelius Bogardus, namely William Harris, Abraham Delamater, John Duffie, John Smith, John Johnson, Michael Sanford, and Amos LaFarge.

Cornelius Bogardus was absent from the city all during the war. At the peace he came to live with La Farge as a boarder. All those persons paid rent to Cornelius Bogardus, while deponent was there on a visit, and was living in the house in Reade street, and the receipts of rents from them was spoken of by him in her presence. The houses so let by him were small wooden houses of no great value.

Cornelius Bogardus put his brother Lewis into possession as his tenant of a house and lot, near, and perhaps on what is now Hudson street, or St. John's Square. It was a slightly built house, and called "a possession house," and surrounded by a fence, inclosing as much land as is now in that

square, or more. Cornelius Bogardus claimed this as his, and took possession of it as a part of the tract called "Dominie's Hook," and "Dominie's Bowery." Lewis Bogardus kept possession of it as such tenant, for six or seven months and as deponent believes, until about the time that Cornelius Bogardus left the city, which was in 1786 or 1787, as she believes. Deponent used very often to visit Lewis Bogardus in that house, then called the "possession house," and he never was disturbed in the possession of the house or lot, but occupied both quietly and peacably, without interruption from any person, but his wife was afterward turned out. Cornelius Bogardus said his taking possession of that piece of land was the same as taking possession of the whole land which the heirs claimed as heirs of Anneke Jans.

That a Mrs. Bread entered upon and took possession of a piece of ground near north Moore street, called the Fort, claiming to own it as one of the heirs. There was a sort of breast work and trench, and a house within it. She drove away people who came to take away earth from the banks of the Fort by throwing boiling water upon them. She kept possession undisturbed from the time the British left till 1787 or 1788, claiming such as an heir. She claimed inside and outside the Fort, and along the river above and below.

There were several instances of open controversy between the Church and her father-in-law,

after the peace. He set up a fence near Provost street, inclosing maybe 100 square feet, to take possession of the whole tract, and show his claim of the title, and afterward, after it had stood several days, some persons tore it down and burned the boards.

The Church party after this built a fence on the vacant land, and this was burned by the Bogardus family. This was in the day time; many were engaged in the ensuing conflict, great violence was used, and the Church party finally drove the other off, the Recorder of the city being there, as it was said to assist the Church party.

In one of the quarrels some of Cornelius Bogardus' men were taken up by the Government of the City, and he Cornelius Bogardus, became bail for them, but they were never punished.

Lewis Bogardus's wife was with force put out of the house he held, in his absence, with her children and furniture, by men who said they did it under authority of Trinity Church. He went and found another place. Deponent has no interest in this suit.

Margaret Broemer testified November 18th, 1814. She was 83 years old in June, 1841. When she was 17 she removed to New York with her father. A year after she married Dr. Abram Teller, and moved to the upper end of Warren street, close by the Presbyterian meeting house,

near the park, two doors from Broadway, on the north side.

Cornelius Bogardus died on the opposite corner from the deponent, in a pretty, old wooden house. Deponent lived there two and one-half years, and Cornelius Bogardus lived there when she moved away. He claimed to own the house he lived in. Deponent did not know under what title. She heard him and one Sackett talk about it. He said at one time he would sell gravel from the hill at the foot of the street, and that he had sold gravel from there. Rails were brought down the river, and a fence built around a large tract inclosing the gravel hill and "possession house."

The fences were soon after torn down, and the rails burned on the ground. After this Bogardus said the "possession house" belonged to him and the other heirs, and it was built to keep their possession. The people that burned the fence were in uniform, or were disguised, and they had sticks, but no fire arms.

It was done about 10 o'clock in the evening, and about two years after the evacuation of the city by the English.

Several witnesses were examined for the defendants, among whom was Morgan Lewis, who was a Justice of the Supreme Court of the State of New York, from 1792 until 1804, including two years in which he was Chief Justice. In 1804 he was

elected Governor of the State. As a witness for the defendants on November 29th, 1842, and during the above cited trial of John Bogardus against the Church, to recover his share of the one-sixth of the land in the joint transfer to Colonel Lovelace, he deposed as follows:

"He was 89 years old, was born in the City of New York, and resided there before and at the commencement of the Revolutionary War. For several years after the peace of 1783, he pursued the profession of law, and that he and Aaron Burr were in 1784, applied to as counsel by a committee of Trinity Church for advice concerning certain attempts then made and making by individuals of the Bogardus family, to get possession of a part of the land in occupation of the Church, and of which the Church claimed to be the owners. That they united in advising that all fences and other marks of possession erected on the Church lands by Bogardus and his associates should be removed by force, if necessary, which advice was pursued by the Vestry, so that the possession of the Church was maintained against all attempts."

Note.

It should be remembered that at the trial of Humbert against the Church, he stated in his bill of complaint that the Church bought the birthright of Cornelius Bogardus in 1785. At these trials the

Church produced no evidence of transfer or conveyance from Cornelius Bogardus, or his ancestors or heirs, that would substantiate the statement that his birthright had been purchased, because of the possibility of a claim of tenancy in common being thus substantiated, it is said.

Legal Summary—Bogardus Trial. Quoted from Sanford, Book 4, Chancery Reports, Pages 675-76-77, N. Y. State.

In ascertaining facts relative to the possession and claim of lands, which occurred more than a century prior to the inquiry, courts receive evidence which would be inadmissable, if offered to prove events occurring within the period of the memory of living witnesses. In such cases the statements of historians of established merit, (as to facts of a public and general nature) the recitals in public records, in statutes and legislative journals, the proceedings in courts of justice, and their averments and results, and the depositions of witnesses in suits or legal controversies, are received in evidence of facts to which they relate, but always with great caution and with due allowance for the imperfections, and the capability of misleading.

On this principle the parties were allowed to read in evidence the clerk's minutes of a trial had eighty-five years previous, affecting the possession of the same land, depositions or affidavits taken before a judge ninety-four years previous, apparently for use in a judicial proceeding respecting the possession, recitals, boundaries and designa-

tions, touching the same land, contained in statutes and public grants and characters, also proofs of a name or designation, commonly and notoriously applied to the land in question, ancient maps and the descriptions and delineations thereon, and an authentic history of the province at large.

In proving an ancient possession and its character the counterparts of leases executed by tenants to the party claiming to have been in possession, produced from the proper custody, are admissable in evidence, without any proof of the execution of the corresponding lease executed by the landlord.

Letters patent of land are emanations from the sovereign power, the evidence of the pleasure or the bounty of the government, and are attested by the governmental authorities as public acts.

Being alienations by matter of record, letters patent do not require the signature of the sovereign or the governor, to render them valid. (These quotations are arguments and opinions.)

The grant is of record in the government offices, the letters patent are a transcript of the grant, authenticated by the great seal. (Note—no such seal it is said appears on the original Queen Anne grant.)

In grants of land by Colonial Governors, they did not act as mere private attorneys or agents of the sovereign, they were executing the sovereign power, as viceroys or representatives in the name

of the King, and in the same forms as if they had been executed by him.

In colonial legislation statutes enacted by the Assembly and approved by the Governor and Council were valid and operative immediately, and they continued in force unless they were disapproved by the King, and upon that happening, they became annulled.

Rights which were acquired under a colonial statute, after its passage, and before it was disapproved by the sovereign, were not abrogated or impaired by such disapproval. (This seems to contradict the above.)

Where one enters upon land under deed in terms conveying the whole in fee, executed by several persons described as heirs of the party last seized, the presumption of the law is that he entered in severalty, claiming the whole land in fee adversely to all the world, although it should be made to appear that there were other heirs, tenants in common with the grantors, who did not execute such deed.

To found the defense of adverse enjoyment under a claim of title it is immaterial whether the claim be made under a deed valid in form, or under one wanting in all the essentials of a proper conveyance. (The thought in mind here was evidently the imperfect joint conveyance of 1670.)

An actual occupancy by one claiming the title is

a good adverse possession, without any written evidence of title.

Where land has been held in possession for eighty years under a grant of the whole, claiming the whole title, the title thus acquired cannot be shaken or impaired, by an admission made by its then owner, that the grantor in such original grant was only a tenant in common, nor by proof of the fact that he was such tenant in common.

A title which has become perfect by an adverse possession extending beyond the period of limitation, is not effected by an entry made by one, who by his descent is the owner of the true title which is thereby barred.

The latter if he maintains his entry would be turned out in an ejectment on proof of the title by adverse possession.

Such an entry differs in no respect from that of a stranger to the title. If made upon a tenement temporarily vacant, the party is an intruder, if by the consent or yielding up of a tenant, the possession of the landlord is not disturbed.

An entry into land is not valid as a claim, unless an action be commenced thereon within one year after it is made, and within twenty years from the time when the right to make such an entry accrued or descended, such has been the rule of law for two hundred years, and it is now a statutory provision.

Where a corporation whose income is limited by its charter, received a grant of land of an annual value below such limit, its title to the same is not effected by the subsequent increase of the income therefrom, to a point beyond the chartered limitation.

If the income exceeds the prescribed limit at the time of the grant, it is a question between the corporation and the sovereign power, in which individuals have no concern, and of which they cannot avail themselves in any mode against the corporation.

Where there are negative averments in a plea of adverse possession, claiming title in severalty, to the effect that the defender has never paid or accounted for any rents or profits, and has never held or possessed the land in common, or undivided, etc., the principle burden of proof is upon the complainants. The defenders are only bound to raise a presumption from their acts in respect of the property, its use and disposal, that no such facts exist, which presumption may be rebutted by proof on the other side.

In support of a plea in equity the defendants are bound to prove only its substance, and to such an extent as will maintain the bar which it interposes to the suit.

Where the defense stated in the plea was an adverse possession, under a claim of title exclusive of any other right, for a period of one hundred

and twenty-five years before the suit, the legal point of the defense is, that the defendant has maintained such possession long enough to bar a writ of right.

Proof of such possession and claim for sixty years anterior to the Revolution, was held to support the plea, and the like proof for forty-four years next preceding the suit, was held to support the plea irrespective of the prior possession.

This suit was argued December 26-27-29-30 and 31st, 1845, and January 3d, and February 2-3-4-5-6-7 and 9th, 1846, and January 30th, 1847. Decided June 23rd, as follows:

After the testimony of the defendants was completed, the Vice-Chancellor rendered his decision in favor of the defendants, because of the expiration of the twenty year law of limitations, and he dismissed the bill with costs. His opinion is as follows:

"To found the defense of adverse possession or enjoyment under a claim of title, it is wholly immaterial whether the claim be made under a deed valid in form, or under one wanting in all the essentials of a proper conveyance. Indeed, an actual occupancy by one claiming the title will ripen into a perfect right in twenty years, although he has no written evidence of title whatever. * * * And now that I have been enabled to examine it carefully, and with due reflection, I feel bound to say

that a plainer case has never been presented to me as a judge. Were it not for the uncommon magnitude of the claim, and the fact, * * * that the descendants of Anneke Jans at this date are hundreds if not thousands in number, I should not have deemed it necessary to deliver a written judgment on deciding the case. * * * Indeed, it would be monstrous, if, after a possession such as has been proved in this case, for a period of nearly a century and a half, open, notorious, and within sight of the temple of justice, the successive claimants save one, being men of full age, and the courts open to them all the time, (except for seven years of war and revolution) the title to lands were to be litigated successfully upon a claim which has been suspended for five generations, few titles in this country would be secure under such an administration of the law, and its adoption would lead to scenes of fraud, corruption, foul injustice and legal rapine, far worse in their consequences upon the peace, good order and happiness of society than external war or domestic insurrection." (See Sandford Book 4.)

Note.

Several suits at different times were started against the Church corporation after the Bogardus trial before quoted, and the principle contender being Christopher C. Kierstead, a descendant from Dr. Hans Kierstead, who was the first husband

of Sara Roeloffson Jansen. Kierstead brought action in the court of common pleas in the City of New York, in January, 1851, and he also brought suit in the Supreme Court, in April, 1852.

He was compelled to elect between the two actions, and he dismissed his suit in the court of common pleas. The Church Corporation demurred to the complaint in the Supreme Court, and there the matter rested.

On April 13th, 1855, the New York State Senate called for a full report from Trinity Church Corporation, as to their management of their affairs, and the fifth resolution of the Act of the Senate reads as follows:

"Resolved, also, that said Vestry report to the Senate of this State, in the first week of January next, a statement of the number of lots belonging to said corporation, the leases of which have expired within the five years ending on the first of November, 1855, and whether the said lots have been re-let or sold."

The Church report appears to show that forty-seven lots had been re-let, and one hundred and thirteen had been sold, and exhibit J showed 967 lots, more or less, with the then valuation according to Ely, Dodd and Ritch, of $6,108,150, and the exhibit showed these lots as being located on the following named streets:

Greenwich, Fulton, Barclay, Murray, Warren, Chambers, Reade, Broadway, Harrison, Varick,

Hubert, Laight, Hudson, Vestry, Desbrosses, Canal, Watts, Renwick, Sullivan, Grand, Broome, Clark, Dominick, Spring, Vandam, Charlton, McDougal, Hammersley, King, Clarkson, LeRoy, Morton, Barrow, Grove, Washington, and Christopher.

The majority of these lots, as well as other lots and streets, not listed in "Exhibit J" lie within the boundary lines of the 62-acre tract of land formerly known as the "Dominie's Bowery," according to the boundary lines of the same as given by Humbert in his bill of complaint, and of which lots so situated and not listed in the above quoted report, there were 356 lots covered by the Burr and Astor lease for 99 years, expiring May 1st, 1866, and 111 lots in the Lispenard 83-year lease expiring March 25th, 1862, at any rate, these conclusions are arrived at after a close perusal of "Exhibit J" of the above mentioned report.

CHAPTER X

LATER LITIGATIONS.

In 1896 John H. Fonda, of New York City, incorporated under the laws of that state, an association known as the "Union Association of Heirs of Harlem, Anneke Jans Bogardus, Edwards and Webber Estates," and in April, 1909, Mary A. Fonda, as one of the Bogardus heirs, and presumably in the interest of the Union Association of Heirs, began a suit against the Trinity Church Corporation to recover possession of one hundredth part of the property at 65 Vandam street.

Her bill of complaint was filed by Elmer E. Good, of No. 3 Stafford Building, Buffalo, N. Y., who was also the Attorney for the Union Association of Heirs. Mrs. Fonda asked the court to decide that she was the owner in fee simple of an undivided one-hundredth part of the Vandam street lot, and she also asked that she be entitled to her share of the property and $10,000 damages for being kept out of possession.

Jay and Chandler, as attorneys for Trinity, filed an amended answer, and referred therein to the charter of 1697, and the Queen Anne grant of

1705, and that one hundred and sixty years thereafter, Trinity Corporation, by deed, conveyed the Vandam street property to Banjamin Cooper, and subsequently Cooper and his wife Ann Elizabeth, mortgaged the lot to the Bowery Savings Bank for $4,000. The mortgage was foreclosed, and in 1897 the lot was sold by order of the court to H. H. Camman for $13,800, and he transferred it to the Trinity Corporation, so that 192 years after it first acquired the land from Queen Anne, Trinity once more became its owner.

The plaintiff filed a reply setting forth pretentions made by former litigants regarding the "King's Farm," and the "Queen's Farm," and she plead ignorance of the pretended deed of Queen Anne, and she asserted her title under the Dutch patent, which ante-dated the Queen Anne charter by 53 years.

Justice Dowling, in special term of the Supreme Court, granted the application of Trinity for an order directing the plaintiff to file a reply to the first specific defence to the answer which set up the Queen Anne grant, its validity and the purchase of the property under the foreclosure sale of 1897.

The plaintiff failed to file the reply, and early in 1913 warrants were issued for the arrest of both Mr. Fonda and Mr. Good, upon the grounds that they had been using the mails with intent to

defraud, and on November 6th, 1913, the case was brought to trial in the Federal District Court. After evidence had been introduced by the prosecution, and evidence of various sorts had been presented to the Court, the case was decided, and the New York Times, in its issue of November 17th, 1913, reported the case, or rather the decision as follows:

"After John H. Fonda, 86 years old, had told of the twenty years fight of the Anneke Jans heirs to recover Trinity Church property, Judge Hand in the United States Court yesterday, said he would dismiss the fraud indictment against Fonda. He said it was evident that Fonda had been prompted by an obsession from childhood of enormous wealth to be gathered by the Jans heirs and not by any criminal motives in seeking subscriptions to prosecute his claims."

Attorney Good was also tried in the same case, and on November 14th, the New York Times reported the result of the trial of Good as follows:

"Elmer E. Good, indicted for alleged fraudulent use of the mails in promoting collections of money from heirs of Anneke Jans and others, was acquitted yesterday in the United States District Court."

Mr. Fonda died on February 15th, 1915, and after which Willis T. Gridley, Attorney, located at 170 Broadway, New York City, at that time, took up the matter to look after the interests of the claimants in the future, and Mr. Gridley was tried in the Appellate Division of the Supreme Court of

the State of New York, on October 26th, 1917, and disbarred from the practice of law, and the proceedings of this trial as set forth in the printed record of the Supreme Court Reports, Appellate Division, State of New York, book 179, and beginning at page 621, is as follows, in part:

Matter of Willis T. Gridley, Respondent First Department, October 26th, 1917. Supreme Court, State of New York, Appellate Division.

Attorney At Law Disbarred—Solicitation of Contributions to Finance Investigation—Title to Property of Trinity Church in the City of New York.

History of litigation as to title to property of Trinity Church.

Disciplinary proceeding instituted by the Association of the Bar of the City of New York.

Einar Chrystie (John G. Jackson of counsel) for the petitioner.

Willis T. Gridley, respondent, in person.

The Charge—Clarke, P. J.

"That the respondent was admitted to the bar in February, 1893. The charges contained in the petition are, in substance, that the respondent caused circular letters to be sent to a large number of supposed heirs of one Anneke Jans Bogardus, representing to them, although he knew the representation to be false, that as such heirs they had valid claims of immense value against the land held by the Corporation of Trinity Church in New York City, and soliciting from them money for the alleg-

ed purpose of financing an investigation of said claims, and in particular, that in November, 1914, he falsely represented to one Calligari, that he believed the said claims to be valid, and that their prosecution would result in the recovery from the Corporation of several million dollars, and thereby induced Calligari, relying upon said representations, to influence a fellow countryman to agree to invest the sum of $25,000 in the project, and pay said sum to the respondent, and then prepared a written agreement for the intending investor and himself to sign. This proposed agreement, after reciting that the respondent had been retained in the matter, that he desired the necessary funds to conduct the investigation, and that lucrative fees would be derived by an attorney who successfully enforced the claims of the descendants of Anneke Jans Bogardus, contained the provision that the respondent would pay the person advancing the money, five per cent. of all fees, benefits, percentages, and amounts, which he might receive or recover, as a result of the investigation, except that he would not be obliged to pay the investor more than $300,000, but that the investor would be entitled in any event to $300,000.

"The respondent agreed further not to enter any suit or action, or begin any proceedings until he had first been retained by all the descendants of Anneke Jans Bogardus by agreements, providing for at least ten per cent. as a fee, to be paid and received by respondent for his services.

"The charge then further is, that the respondent at the time he prepared the agreement, knew that it would be impossible for him to obtain agreements from all of the so-called descendants of Anneke Jans Bogardus, and that before the intending investor signed the agreement, he obtained information which caused him to decline to enter into the agreement.

"A consideration of the charges thus presented requires the examination of the history of the title to the lands in question, and a review of the decisions of the courts of this state, in which Trinity's ownership had been unsuccessfully assailed.

"The adjudicated cases show that about the year 1633 or 1636, one Anneke Jans Bogardus owned a farm on the Island of Manhattan, and that she died about the year 1663, leaving a will.

"In 1667, the then Governor Nicolls, confirmed the title of this land and other property in the children and heirs. In March, 1670, some of the heirs executed an instrument known as a "transport," conveyed the said farm in fee to Colonel Francis Lovelace, the then Governor of the province of New York.

"This farm, with other lands held by or for the Crown, was known at different times as the Duke's Farm, the King's Farm, and the Queen's Farm. Trinity Church was incorporated by royal charter in 1697, and in the same year the then Governor Fletcher executed a lease of the farm to

the corporation for a term of seven years. Subsequently in 1705, Queen Anne granted to the church the property on Manhattan Island, described in the grant as 'bounded on the east partly by Broadway, partly by the common and partly by the swamp, and on the west by Hudson's River,' and also all that other piece or parcel of ground situate and being on the south side of the church yard of Trinity Church aforesaid, commonly called or known by the name of the 'Queen's Garden,' fronting to the said Broadway on the east, and extending to the low water mark upon Hudson's River on the west.

"The corporation thereafter remained in possession of this property, under claim of title from the Crown, and its present holdings are under such grant. With this brief historical outline of the title, we may turn to a consideration of the attempts of the Bogardus heirs, and on one occasion, the state, to establish title to said lands, as against the corporation.

"The earliest reported decision is that of Bogardus versus Trinity Church, (see Paige book 4 page 178) decided in 1833.

"The complainant complained therein as one of the descendants of Annetje Jans or Bogardus, formerly wife of Dominie Everardus Bogardus, one undivided fifth part of one-sixth of sixty-two acres of land in the City of New York, once known by

the name of the 'Dominie's Bowery,' confirmed to the children and heirs of Annetje Jans by Governor Nicolls in 1667.

"The bill alleged that in 1705 the corporation of Trinity Church went into possession of the said premises claiming the same under a conveyance called a deed of transport, from a part of the children and heirs of Annetje Jans, to Colonel Francis Lovelace, executed in March, 1671, which only conveyed to him an undivided portion of the premises, and also under the mesne conveyance of a grant from the Crown of Great Britain, made in 1705, whereby the corporation became a tenant in common with, and trustee for, one Cornelius Bogardus, who died possessed of one-sixth of the premises in 1707, and his heirs.

"The bill prayed for a discovery of the rents and profits of the premises, and of the proceeds of the sale of parts thereof, and for an account and payment of one-fifth of one-sixth of the same. The defendants pleaded in bar that by virtue of the grant from Queen Anne in 1705, they became seized of the premises as sole and exclusive owners thereof, in fee simple, and had at all times thereafter asserted and exercised such exclusive ownership.

"The Chancellor held upon the defendants' plea that, at the expiration of sixty years from that time (1705) the right of the complainants' ancestor, if he previously had any right, was completely barred'

answering the claim of tenancy in common with the Corporation, the Chancellor said, 'if therefore, Lovelace or his assigns, entered under that deed of transport, claiming title to the whole, although they might in fact be entitled to an undivided portion, as tenants in common, it would be a good color of title to support an adverse possession. And it would be such an ouster of their co-tenants in common, as to bar their right, at the expiration of the period of limitation as settled by the laws in force at the time such adverse possession commenced.'

On appeal to the Court of Errors, the decree of the Chancellor was affirmed in 1835. (See Wendell book 15 and page 111.)

The complainant having died in 1833, the suit was revived on a bill of revivor on behalf of his heirs, and after the affirmation of the decree, the complainants took issue upon the plea by filing a replication.

The cause was finally brought to a hearing, and was finally submitted to the Vice-Chancellor in 1847. Besides the documentary evidence and proofs taken in the usual mode before the examiner, many witnesses were examined in open court. The hearing occupied thirteen days. The decree dismissing the bill is reported in Sandford's Chancery Reports, book 4 and page 633.

The report contains a detailed statement of the evidence produced at the hearing, and the opinion of Vice-Chancellor Sandford, after a painstaking

examination of the numerous claims asserted by the complainants, effectually demonstrates their futility and the incontestability of Trinity's title founded upon adverse possession.

In 1834 a bill in chancery was filed against the corporation by one Humbert, and other alleged heirs of Anneke Jans Bogardus, to settle the boundary of certain lands owned by the respective parties, and also to take an account between them of certain other lands alleged to be held by them as tenants in common.

The defendants demurrer to the bill was sustained by the Vice-Chancellor with leave to amend, and on appeal to the Chancellor, the decree was affirmed and the bill dismissed. (See Paige book 7 page 195.)

The decree of the Chancellor was subsequently affirmed by the Court of Errors in 1840, and upon the ground that it appeared on the face of the bill that the statute of limitations was a complete bar to the suit. (See Wendell book 24, page 587.)

The People vs. Rector, etc., of Trinity Church, (New York Reports book 22 page 44) was an action in ejectment commenced in the year 1856, to recover a lot of land on Murray street in the City of New York, which the people in this complaint claimed to own in fee. The defendants pleaded first, a general denial, and second, the statute of limitations, and third, title in fee since the year 1705. A judgment of non suit directed at the

close of the plaintiff's case was affirmed on appeal to the general term, (see Barb. book 30, page 537) and on further appeal to the Court of Appeals, in which latter court all of the judges concurred in so much of the opinion of Comstock, Ch. J., as held that the Statute of Limitations was a bar to the action.

In Kierstead vs. People of the State of New York, (1 Abb. Pr 385) in which the corporation was named as a party defendant, the plaintiff sought to compel the State to demand possession of the land of the corporation, and an accounting. The defendants' demurrer to the complaint was sustained upon the ground that there was no power in the State Courts to entertain a suit brought against the State itself, except as authorized by statute.

In Van Giessen vs. Bridgeford (83 N. Y. 348) the Court of Appeals affirmed the Surrogate's denial of an application for letters of administration, with the will annexed, of the estate of Anneke Jans Bogardus, holding that after a lapse of two centuries, the Surrogate was not only justified in deciding, but was bound to decide, that there was no estate left unadministered.

We have refrained in the foregoing review of authorities from enumerating the various contentions made on behalf of the heirs, in their attempt to overthrow the title of the Corporation. The more important contentions, however, which such

authorities discuss, and find unavailing, may be summarized as follows:

A—That the Church obtained its grant through false representations to the Queen, with the fraudulent intent of appropriating other property. (24 Wendell 587.)

B—That the transport from the children or heirs of Anneke Jans to Governor Lovelace, in March, 1670-71 was not signed by all. (4 Sandford Chancery, page 633.)

C—That the letters patent of the grant were not properly signed. (Bogardus case supra).

D—That the proper seal was not on the grant or letters patent from Queen Anne. (Bogardus case supra.)

E—That the Church could not hold the land because the annual income exceeded 500 pounds. (Bogardus case supra.)

F—That the Church held the property as trustees for the heirs. (Bogardus case supra.)

G—That the Queen was not in the sole possession of the Queen's Farm at the date of her grant to Trinity in 1705. (Bogardus case supra.)

H—That insomuch as Trinity Church had at one time admitted its tenancy to the Crown, it could not at any time thereafter claim to be a tenant in fee. (People vs. Rector, etc., 22 N. Y. 44 to 49.)

I—That the grant was in contravention of the Colonial Act of 1699, (Id 49-50-52.)

J—That the Queen's order in council of 1708, rejecting the repealing act (1702) and approving the original repealing act, (1699) re-invested the Crown with the title. (Id 52-53.)

K—That the charter of the Church contained an assertion of title on the part of the crown. (Id 53.)

L—That the council of Safety (1799) by their proceeding divested the Church Corporation of its estate, and placed it in nine persons named in their ordinance. That the state in its subsequent act (1784) confirmed these proceedings without re-investing the Church with title. That no legal provision having been made on the subject, they were unappropriated lands upon which the Constitution of 1821 took effect, devoting their proceeds to the common school fund. (Id 54-55.)

Notwithstanding the foregoing adverse adjudications, it appears that attempts continue to be made by lawyers throughout the United States, to obtain money from the Bogardus heirs, for the purpose of prosecuting their supposed claims.

The court report here diverts to reference upon the part of the prosecution, to the Fonda campaign, and the part that Mr. Gridley had in it as one of the attorneys for Mr. Fonda, until his break with Fonda in 1914, and during which reference it was shown that repeated appeals had been sent out for funds, together with a printed retainer form, so worded that nothing was promised to the con-

tributor, in the way of service or otherwise, and a request that none of his correspondence be shown to Government Officials, and all envelopes from him be opened with a knife, and returned to him.

The statement of Mr. Gridley was also referred to regarding an examination of the Colonial records in London, England, would show the invalidity of Trinity's Title. It appears, said the referee, that such an examination had been made, and found futile.

The learned official referee sustained the charge of indiscriminate solicitation of funds, and rendered his opinion as follows:

"In our opinion he should no longer be permitted to prosecute such an enterprise under the guise of an Attorney at Law. The respondent is, therefore, disbarred.

"Laughlin, Scott, Smith, and Shearn J. J., concurred.

"Respondent disbarred. Order to be settled on notice."

Above transcribed, in part, from Court Records, Supreme Court, State of New York. (Book 179. Appellate Division.)

The plea and answer of the respondent does not appear in the above cited book; however, the plea and answer of Mr. Gridley was obtained elsewhere, in pamphlet form, and it is in part as follows:

SUPREME COURT OF THE STATE OF NEW YORK
APPELLATE DIVISION; FIRST DEPARTMENT
IN THE MATTER OF WILLIS T. GRIDLY
AN ATTORNEY.

"*The respondent appears specially here for the* purpose of objecting upon the following grounds to this proceeding.

First—To the form and sufficiency of the notice and papers served upon him for the purpose of instituting this proceeding.* * *

Second—To the jurisdiction on the ground that the papers are insufficient.* * *

Third—That the Act passed entitled 'An Act to Amend The Judiciary Law, in Relation to the Supreme Court, and the Appellate Division thereof," in the First Department, * * * is unconstitutional, being an attempt to delegate to a corporation the right to practice the legal profession and represent the State in the prosecution of its legal business, in place of a duly elected public official. Never before has an attempt been made to allow a corporation to act as States Attorney, or to delegate to a corporation the selection of a States Attorney, or the power to select a States Attorney to manage its legal business. Respondent claims that the State has been imposed upon. * * *

"There are only two Bar Associations in the First Department, and the respondent urges in all fairness that this Court ascertain which, if either, asked for this legislation, which respondent regards as a transgression against the fundamental principles of our State Government. Respondent asks that this Court ascertain if the Bar Association of the City of New York had anything to do with the procurement of this legislation, before allowing them either to appear or proceed in this matter. Respondent regards this as an attempt upon their part to secure the jurisdiction of this matter.

"Respondent feels that it is only justice for it to be ascertained if any attorney connected with the Bar Association drafted this bill, being, as it were, a necessary adjunct to these proceedings, or the finishing touches to the stage setting before bringing in the victim.

"Respondent charges here a conspiracy, that evil thing no man can guard against, that enemy in the dark, who seldom shows his face except masked, the rip up the back, perpetrated and fostered by those to whom honor and loyalty and the cleanliness of their secret dealings should be as dear to them, as their outward dealings would have us believe they are. But Cain slew his brother Abel, and it seems my brother attorneys are not backward, rather they seem keenly bent, on trying to destroy for me that which is dearer than life itself, for

it is something which does not pass with life, my professional reputation, which I myself have tried to preserve with that unsullied standard of truth and purity, which my oath demanded. * * *

"Now as to these contracts, * * * if that offer had been bona fide, there would not have been any objection to this arrangement. But this arrangement did not suit Calligari.

"I knew well enough, as keen as I was to get at the men back of Calligari, that if I would go down to that bank for the $25,000 of marked money they were ready to hand me, I would not have moved ten feet before they would have had me arrested. * * *

"Now I believe this Court will take as a grain of salt the statement that I could have been attempting to get $25,000 out of a man whom I did not know, had not met, did not know who he was or where he was, and who was not interested enough in the man to whom he was entrusting the $25,000 to make an attempt to see me, for I asked Calligari if he would let me see the man. I think the Court will agree with me that had I not been suspicious of this deal, I would have been a veritable lunatic. I most emphatically charge, and I think the Court will agree with me, * * * and from the evidence taken before the Bar Association, the facts so warrant, that there never was a bona fide man back of this offer of $25,000 and that each and every

step that Calligari made from the time he said he had the offer from the Wall Street broker, was directed by a master mind in my opinion.

"Respondent claims that this attack is unprecedented in the history of American jurisprudence. Where will you find charges made, or proceedings brought against an attorney for merely drawing a contract, the terms of which are dictated to him, for a party he does not know, and whose name he could not ascertain, he merely being informed that they are to be submitted by the man to his attorney? Respondent urges that the wholesale statements made about this being a bona fide offer are based on manufactured presumption, wicked and unprincipled, and without foundation after a scrutiny of the facts as here shown. * * *

"Now as to Walker, the Assistant United States District Attorney, ** * this man knows well that I told him I knew this deal was a frame up from the first, that I told him that detectives had followed me. The answers he made to questions I put to him are very evasive. Does he want to keep himself on both sides of the fence? Why did not Walker freely admit before the Grievance committee, that in the Fonda case the Court, although at the outset announcing that Trinity's title was invulnerable, at the close of the Fonda case, and upon a motion to dismiss Fonda, said he would not pass upon the question of title, * * * to return to the

question as to whether this man has a right to say that this matter (title) is disposed of by the decision of this state.

"There is not a judge in this land but what understands that in a matter of this kind the Courts of this state are not the only Courts in Christendom, and I challenge the gentleman who signed that petition, to show me where the merits of this matter have been tried and heard in the United States Supreme Court.

"True, this man must know, for the information has been furnished me, that right now in the United States Court, whether the Circuit Court or the Supreme Court I do not know, there is a case on appeal.

"Is it not a fact by the treaty of 1783 future confiscations were forbidden, and that no person was to suffer loss on account of the part he had taken in the contest—Section 6.

"By the Treaty of Commerce of 1794, more ample protection was afforded, to individuals having titles to lands, Article 9, and by Article 9 was it not agreed that British subjects who now hold lands in the Territories of the United States and American citizens should now hold lands in the Dominions of his Majesty, and continue to hold them, according to the nature and tenor of their estates and titles therein? Do not the reports of the cases involving the rights of aliens under these treaties hold that

lands embraced within the purview of the 9th Article of the Treaty of Commerce, were indefinitely and perpetually heritable and alienable, to and among aliens of the two countries, in derogation of the laws respecting alienage, which were or should be established therein?

"Has it not been held by the Courts within the purview of these treaties that such lands are taken forever out of the operation of the general law of England, and may in all time to come be transmitted by aliens by descent, devise or conveyance?

"Does not our Constitution make every Treaty the Supreme Law of the land? Has not the Supreme Court of the United States recently decided that the Japanese Land Act was unconstitutional for such reason?

"Upon the surrender of the Dutch to the English was not equally as sacred promises and agreements made to the then inhabitants that they may forever enjoy their lands and titles?

"I am simply referring to these matters to show that for some peculiar reason these questions have never been brought up in any cases against Trinity Church, if I recall rightly, and I think I have read them all.

"Respondent is well aware of the fact that Trinity's title should have nothing whatsoever to do with this matter, yet that fact has been brought at issue here by the statements in this petition, and

it therefore leaves respondent with no other alternative than to define his position; for the allegations would have us believe that there is nothing here to investigate, whereas in truth and in fact there are many points that so far as I have been able to learn, are not contained in any of the decisions spoken of in the petition. * * *

"Trinity claims this property by right of a grant from Queen Anne. Very well, but have we no right to go back of that grant? Are we not allowed to proceed with an investigation as to how this property, originally granted to Anneke Jans Bogardus, and afterwards confirmed unto her heirs, and so recorded, came into the hands of the Crown of England? And mind this search is not for the record of the Queen's Garden, and the King's Farm, Duke's Farm or Queen's Farm, but for the Bogardus Farm. Under the rule that a man cannot give title to that which he does not own, it would seem to me to answer any possible claim that they have acquired a good, record chain of paper title to this property, and in the absence of which their title must be one which is founded upon, and which originates with adverse possession. Have they not claimed that the Bogardus lands were a part of the King's Farm, Duke's Farm, Queen's Farm? But look at the testimony given by their own witnesses in the famous Bogardus case; (showing lots occupied) * * *

"Does not Trinity's grant call for a farm—The Queen's Farm? Not lots. And is it not a fair question, a matter for inquiry, for investigation, to ascertain whether Mrs. Broad, Mrs. Anderson and John Bogardus, were Royal tenants on Royal possessions? Does not Trinity claim that she had control of this property CONTINUOUSLY FROM 1705?

"Look at the description in the Queen Anne grant to Trinity Church—will you find there any southern or northern boundary?

"Does it contain a valid legal description? I beg herewith to submit some memoranda in regard to this matter.

Respondent wishes to add that so far as the Lovelace deed is concerned, which was repudiated in the Bogardus case above mentioned, even after it had been unearthed by their own committee, and they had to repudiate the action of their own committee, that it appears to have been executed by an attorney, on behalf of a dead person—one of Anneke Jans' daughters, who died before her mother, and whose share in the estate of Anneke Jans was left to her two daughters.

"Without going into the validity of the Lovelace deed, which was before the Court in the Fonda case, it is only necessary for me to say that the Rector of Trinity Church as late as 1714 was still, according to documentary history, asking for the King's

Farm, and was told that Governor Hunter had given it for his term of office, which was the most he could do, as the Queen was well acquainted with that matter.

"The above are the results of some investigation, and are spoken of for the purpose of conveying to the Court that the allegations of the petition do not represent a careful consideration of the matter, and are not founded upon a knowledge of the facts which would entitle them so to speak.

"Have not the highest Courts of this State said, 'He, who pleads the statute of limitations is always taking advantage of his own wrong?' And has it not been held time and again, by the Courts of every state in the Union, that adverse possession means the dispossession of the true and lawful owner? But this is a religious organization, a church corporation, with which there should be connected no wrong to take advantage of. The laws governing here are her own doctrines—"Love thy neighbor as thyself" and "Thou shalt not steal." This church has her own book of laws and therein you will not find the statute of limitations set forth, there is here no making of a wrong, no matter how old, justifiable or right. The Blessed Book, has but one law for the taking of that which belongs to another, and that law is RESTITUTION. Trinity Corporation has known since 1705 that the prior record title to part of that property

was in the heirs of Anneke Jans Bogardus, and yet she would not restore that part, but deliberately set out to do anyone who has the audacity to call her to account publicly for the transgression of the fundamental principles of her teachings. Is this religious hypocrisy? Is this church treason?

"This is the issue, gentlemen, that Trinity does not want to face. She is not afraid of lawsuits. She does not care how many are brought against her, and she will leave unmolested those who bring them, for she cannot take advantage of her own wrong. But what Trinity does fear is to be brought before the same tribunal that she would bring her ministers and Rectors should they commit a much less grievous sin, and that is not the Courts of this State.

"Respondent is satisfied from people who have retained him, and who have later turned out to be detectives or spies, and who have so confessed themselves to be, that there is an effort here, and has been ever since Mr. Fonda was acquitted, to put respondent out of business. * * * One cannot help wondering why.

"Perhaps we are not working on the same lines, * * * the trial I should prescribe for them would be in a court of their own making, for we are willing to concede, if they want, that the doors of justice are closed to us in the Courts of this State.

"For over one hundred years Trinity has preach-

ed the gospel of Jesus Christ on Sundays, and has taken into her bank, funds that are returns from this property, which she never paid a penny for." * * *

(The foregoing plea and answer of Attorney Gridley, is quoted in part from a printed pamphlet, bearing the printed signature of W. T. Gridley, No. 1268 East 10th Street, Borough of Brooklyn, New York City.)

Note.

In substantiation of what Mr. Gridley had to say about the doors of justice being closed against the heirs in the State of New York, it can be said that the Anneke Jans Bogardus claimants have not been able to get their case into the Courts of the State of New York since the aforequoted case of Attorney Gridley was adjudicated, (three efforts in 1923 were made to do so) the sentiment being, that other attorneys attempting prosecution of the case, would be treated likewise, and suffer the same penalty.

The Indianapolis, Indiana, Star, in its issue of June 26th, 1923, carried the following editorial, except for words in brackets:

COUNTRY'S RICHEST CHURCH.

"It is a common practice for persons to ponder what they would do if possessed of riches. Pastors are doubtless given to reflection on the possibilities of making their churches more vital factors in the community if they had larger means. The majority of churches are troubled over bills for the winter's coal supply, repairs to the roof, purchase of new hymnals and the countless other items which swell the annual expense account. The pastors would feel themselves blessed if their congregations possessed a small portion of the wealth revealed in the annual report of the Corporation of Trinity Church at New York, disclosing an annual income of $1,249,870.71. * * *Trinity, which celebrated its 225th anniversary last fall, is the most heavily endowed church in the United States. It derives $1,138,720.70 of its income from real estate, more than $48,000 from steam, electricity and water power, and $50,782 from interest.

"Two interesting items are the $230.00 income from the rent of pews, and the $11,800 received from the parish in lieu of pew rent. A few years ago Bishop Manning succeeded in making practically all of the pews free, substituting weekly envelope contributions from parishioners. In spite of the

tremendous income for a church, Trinity manages to spend the entire amount, the items being sufficiently large and covering a variety of activities amazing to the officials of an average congregation.

"The expenditures were divided as follows:

Clergy on regular staff	$78.758
Clergy temporarily engaged	3,434
Music, organists and choir	50,864
Fuel and light	28,122
Repairs	33,152
Sextons, assistants, etc.	37.462
Sundries	12,794

Printing, advertising, vestments, supplies brought the church's annual bill to $291,336.

"Trinity owns a large estate and the expenditures in connection with its management and maintainance amounted to $524,729. There was also listed as extraordinary expense, maintainance of parish and corporation buildings, (the corporation building is an office building, and aside from it being an item of expense, it affords an enormous income from rents) gifts and allowances to churches and charities outside of the parish, annuities and pen sions amounting to $237,378. The assets of Trinity were reported at $13,501,928, (the estimated value of the Bogardus lands alone is approximated at a billion and a half) the number of communicants in the parish was 9,500." * * *

CONCLUSION

It has not been noted anywhere, as to the Anneke Jans Bogardus lands, at any time, ever legally, or otherwise, being a part of the King's Farm, the Duke's Farm, or the Queen's Farm, and if so, how the title and possession rightfully passed from the Anneke Jans Bogardus heirs, to the Trinity Church Corporation, and in contravention to the claim of title under adverse possession, and the expiration of the twenty year law of limitation, it can be said that every lawyer of perception knows that there is no principle in law more firmly established, than that a tenant is forever stopped from setting up a title in himself, against his landlord, until after "going out" in order to "come in" on the strength of his own title, and it does not appear that the Trinity Church Corporation has ever done this, while the Bogardus heirs have done so through ejectment.

Again, can any statute of limitations bar the pending rights of landlords?

By the Constitution of the State of New York, and section 36, the Legislature of that state has never had the power nor the right, to create any conditions adverse to the rights of the inhabitants

of the City of New York, and moreover, and considering that time, and the expiration of the law of limitation, does not run against a title owner of record, the Trinity Church Corporation are tenants in common to-day, with the Anneke Jans Bogardus heirs, just the same as they have always been, especially considering that the Queen Anne grant, under which they claim title, is on the face of it, a lease in perpetuity, and the perpetuity of which has never been abrogated by Royal, Colonial, State or other power, on the contrary, Queen Anne, by her Act in Council in 1708, confirmed its perpetuity by annulling previous Acts of the Colonial Legislature and her Colonial Governor, and the Anneke Jans Bogardus lands cannot be rightfully claimed under the Queen Anne grant, because they were no part of the Crown lands, it seems. Moreover the law of limitation is not absolute in ALL STATES, under ALL CIRCUMSTANCES and CONDITIONS, it is said.

Finis.

We have reported this matter in accordance with histories and other records, as we found them, and as stated in the "Foreword" of this book, "with malice toward none, and charity for all," and with due regard for the interests of ALL concerned, and in this spirit, this work in respectfully dedicated to those who are interested, in any manner.

APPENDIX A.

Mention has been previously made herein, regarding the confirmation of Governor Petrus Stuyvesant, to Anneke Jans Bogardus, of the 62-acre farm. This confirmation may be found in Dutch Patents, H. H. 14, Secretary of State Office, Albany, N. Y. The patent bears date of July 4th, 1654, and it is worded as follows:

"Petrus Stuyvesant, Director General of New Netherland, Curacao and the Islands thereof, on behalf of their Noble High Mightinesses the Lords States General of the United Netherlands, and the Honorable Directors of the Incorporated West India Company, together with the Honorable councillors, declare that we, on this day, date underwritten, have given and granted to Annetje Jans, widow of the late Everardus Bogardus, a piece of land, situated on the Island of Manhattan on the North River, beginning at the palisades, (the post fence on the north of the town) near the house on the strand (the river side) it goes north by east up to the partition line of Old Jans Land is long 210 rods; from thence along the partition line of said Old Jans Land it extends E by S up to the Cripple bush (the swamp) it runs S. W. long 160 rods from

the Cripple bush, to the Strand it runs westerly in breadth 50 rods; the land that lies to the south of the house to the partition line of the Company's land begins on the east side, from the palisades southward to the posts and rails of the Company's land, without obstruction to the path, it is broad 60 rods; long on the south side along the posts and rails 160 rods; at the east side to the corner of the Kalckhoock (also the swamp) is broad 30 rods; to the division line of the aforesaid piece of land it goes westerly in length 100 rods; it makes altogether 31 morgens." (A morgen is 2 acres.)

APPENDIX B.

Mention has also been previously made herein to the sale of property in New York City, after the death of Anneke Jans Bogardus and formerly belonging to her, and evidently the home or parsonage of the "Dominie" and his family during his pastorate and life time in the new colony. The notarial record of this transaction may be found in the Book of Records, in the City Library, New York City, 1665 to 1672, and pages 231-232, the transaction bears date of October 1st, 1672, and it reads as follows:

"Did Johannes Van Brugh and William Bogardus for themselves and in the behalf of the rest of the heirs of Annetie Bogardus deceased, transport and make over unto Andries Claesen of this Citty, Carpenter, a certain lotte of ground scituate lying and being within this City to the south of the forte to the north of the Parrel Street (Pearl Street) and to the west of Jacob Royes containing in length and brath accordingh to the Pattent or ground brief and the confirmation thereupon from Governor Richard Nicols baring date the 10th of July, 1667, amounting in all to about one and therty Rod seven foot and nine inches more or

less as by the contract of sale made by Secretary N. Bayard bearing date the 20th, of November, 1671, more at large doth appeare, which said transport was signed by them the said Johannes Van Brugh and Will'm Bogardus in the presence of Alderman Johannes de Peyster."

APPENDIX C.

Another transfer of real estate located in New York City, and which formerly belonged to Anneke Jans Bogardus, is found recorded in the Book of Records, 1654 to 1658, pages 220-222, City Library, New York City. Some writers are of the opinion that this piece of property was the parsonage, rather than the foregoing piece.

Anneke Jans Bogardus was alive at the time of this transfer, and she was then living at Albany, N. Y., as was also Peter Hartgers, and he and Hans Kierstead, who are mentioned as concurring in this sale, were sons-in-law of Anneke Jans Bogardus. The deed reads as follows:

"Before us, the undersigned Schepens of this City Amsterdam in New Netherlands, appeared the Worshipful Schepen Givert Loockermans, who by virtue of a power of attorney from Anna Jans, widow of deceased Everrardus Bogardus in his life time preacher on the island Manhattan, to him the appearer jointly with Peter Hertjens, residing at Fort Orange and Mastr. Hans Kierstead, Surgeon, residing here, declares hereby in free real and true ownership to cede, transport and convey unto Mr. Wernaan Wessels burgher and inhabitant here, certain the above named Anna Jans' house

and lot with all there is thereon and therein earth and nailfast, and further with such existing and dominating services and rights as the said Anna Jans, or her agant, hath possessed at the date when the sale of said house and lot was effected, in virtue of the ground brief and proofs thereof on record, which are delivered unto the above named Wernaar Wessels on the conveyance hereof.

"Said above mentioned house and lot stand and are situate opposite the Five Houses, bounded on the north by Isaac de Forest and on the south Robert Bottelaer, extending in breadth in front on the street between both houses twenty-six feet, but deducting the drop in the rear twenty-four feet wide and in length the same as the other lots, all free and unincumbered without any charge being thereon or arising therefrom, except the Lord's right; and further according to the bill of sale dated 23rd Dec., executed before Notary Dirck Van Schelluyne and certain witnesses, for the purchase, deed and conveyance of the aforesaid house and lot, the above named Givert Lockermans and those who with him hold the power of attorney from the above named Anna Jans, do hereby acknowledge to be well and thankfully satisfied and paid according to the conditions contained in the aforesaid bill of sale; therefore the above named Givert Loockermans declares to desist and abandon in favor of the above named Wernaar Wessels all ownership, right, action and claim which he and

those who hold with him the above mentioned power of attorney, have had to the aforesaid house and lot, acknowledging to have been therefor satisfied and paid by the hands of the above named Wernaar Wessels in manner as aforesaid; promising therefore never more to do nor permit to be done aught contrary hereunto in or out of law, in anywise, under bond of his person and goods moveable and immovable, without any exception; subject to all courts and judges. In testimony of the truth these presents are signed by the cedent and the Worsh'll Schepens Hend'k Janse Vander Vin and Joannes depeyster, in Amsterdam in New Netherland the 14 November, 1657."

Givert Loockermans.

Hendrick J. Vandr Vin.

Johannis, depeyster.

APPENDIX D.

The property in Albany, N. Y., formerly owned by Anneke Jans Bogardus, and which is now occupied by the Farmers and Mechanics Bank, at the corner of James and State streets, was first conveyed through a contract of sale dated June 21st, 1663, to Dirk Wesselse or Ten Broek, and then later or on July 27th, 1667, the property was deeded to the purchaser, some extension of time for the payments having evidently been given to the purchaser, and the deed not given until all payments had been made.

The record of the contract of sale may be found in Munsell's Albany Collections, Vol. 4, pages 324, and the deed at page 425.

A translated copy of the bill of sale may be found recorded in the book of notarial papers in the County Clerk's office in the City of Albany, N. Y., and it reads as follows:

"Appeared before me Johannes Provost, in the service of the privileged West India Company, clerk and vice director of Fort Orange and the village of Beverwick, the heirs of the late Annetian Bogardus of the one side, and Dirk Wesselse of the other side, who declare in the presence of the afternamed witnesses, that in friendship and amity

they have agreed and contracted with each other, that the aforesaid heirs (being the surviving children of the said Annetian Bogardus, deceased) have sold to Dirk Wesselse, as by these presents they do, their late mother's house and lot, lying in the village of Beverwick, adjoining to the east Jonas and Peter Bogardus, and to the west, Evert Janse Wendels, the same lot which she occupied to the day of her death; length to the west with the house, five rods nine feet, and to the east five rods eight and one half feet; breadth to the north two rods eight and one-half feet, and to the south two rods eight and one-half feet, and to the south east side of the house, that has been rented out for three months to the date of this purchase, and the rent the buyer shall receive; for which house and lot the said Dirk Wesselse, as buyer, promises to pay the sum of one thousand guilders, payable in good whole mercantile beaver skins, at eight guilders apiece, in three installments; the first immediately, the second on the first of July, 1664, and the third or last on the first of July, 1665; each time a just third part of the whole sum; the buyer shall, with the first payment, receive the aforesaid house and lot, and in the meantime said house shall be occupied at his risk; also with the last payment the buyer shall receive a proper conveyance, all of which the parties aforesaid mutually promise to hold good and true, under pledge according to law.

"Done in Beverwick, in presence of Wouter Albertson (Van den Uthyoff hereto called) and David Provost at witnesses, 21st of June, A. D., 1663.

Signed, W. Bogardus, Jan Roeloffse.
Cornelius Bogardus, By order of the other heirs,
Dirk Wesselse Ten Broek.
Wouter Albertus, David Provost. Acknowledged before me. (Signed) Johannes Provost, Clerk."

APPENDIX E.

In accordance with the agreement in the foregoing quoted bill of sale, to the effect that when the third and last instalment had been paid, a proper conveyance would be made, the following quoted deed was transferred, under date of July 27th, 1667, and a translated copy of it may be found in the County Clerk's office, in the City of Albany, N.Y., the original document being written in Dutch.

"Appeared before us the undersigned, commissarien of Albany, etc., Messers Peter Bogardus and Jonas Bogardus, for themselves, and as attorneys for Peter Hartgers, Mrs. Johannus Van Brugh, Sarah Roeloffse, widow of the late Mr. Hans Kierstead in his life time chirurgeon, Jan Roeloffse, William Bogardus, and on the part of the widow of the late Cornelius Bogardus, who declare, by reason of the bill of sale, and being all children and heirs of their mother, Annetie Bogardus, of date the 21st of June, 1663, passed before the clerk Johannus Prevost and certain witnesses, and by virtue of patent granted first by the Herr director general and council of New Netherlands, of the date the 23rd of April, 1652, and again on the 10th of this month of July, by the right honorable the Governor general Richard Nicolls, that in true rights, free ownership, they grant, convey and

make over by these presents to and for the behoof of Dirk Wesselse (Ten Broek) in the aforenamed, Annetie Bogardus' certain house and lot, standing and lying here in Albany, and occupied by said Dirk Wesselse, bounded built upon and enclosed, both in breadth and length, according to the tenor and contents of said bill of sale, to which reference is here made, without the grantors having the least claim thereto anymore, likewise acknowledging that they are fully paid and satisfied therefor, the last penny with the first, and therefore giving plenam actionam cessam and full power to the aforesaid Dirk Wesselse, his heirs and successors or assigns, to dispose of the aforesaid house and lot as he could do with his patrimonial effects, promising to protect and free the same from all trouble, actions, leins and claims of every person, as is right and further nevermore to do nor suffer anything to be done against the same, either with or without law, in any manner, on pledge of his person and estate, nothing excepted, subject to all laws and judges."

Done in Albany, the 17-27 of July, 1667.

(Signed) Peter Bogardus,
Jonas Bogardus.

"Tunis Cornelisse,
"Abram Staes.

In my presence,
(Signed) D. V. Schelluyne,
1667"

APPENDIX F.

OLD JANS LAND

This land it will be remembered, is mentioned in connection with the confirmatory grants to the widow, Anneke Jans Bogardus, by Governor Stuyvesant, and later to the heirs by Governor Nicolls' as being the northern boundary line of the 62-acre farm.

Historians and antiquarians have been unable to determine how Jan Celes, called Old Jans, got his title, or what was the extent of his possessions, and Hoffman, in his "Estate and Rights of the City of New York, Vol. 2 and page 201, says, that any one who can tell these things regarding Old Jans and his possessions, "will deserve the thanks of every New York antiquarian."

John Seals is thought to have been an Englishman, and in all probability he came from some one of the New England states to New Amsterdam, as early as 1638, and in common with all other persons his name was "dutched" to "Old Jans" thereafter, at least that is the supposition advanced by some writers.

Old Jans, according to history, seems to have been hard to get along with in his elderly days, and

he is charged with shooting his neighbors' hogs. He received a wound of some sort about 1643, and under what circumstances it is not known, and death claimed him a couple of years thereafter, and he left a will as follows:

"On the seventh of April, in the year of our Lord and Savior Jesus Christ, one thousand six hundred and forty-five, before me, Cornelius Van Tienhoven, secretary New Netherland, appeared John Celes, who being wounded and lying abed, but in full possession of his memory and understanding, in the presence of the underwritten witnesses, declared that he, reflecting on the certainity of death and the uncertainty of the hour thereof, commends his soul, after his death, into the hands of Almighty God, and his body to a Christian burial; wishing, then, to anticipate all such uncertainty of death by testamentary disposition, and coming to his means and effects, declares it to be his last will, that after his death, Tonis Nyssen, his son-in-law, shall take out of the estate the just half of all the means and effects which he will happen to leave behind. Marritje Robers, his wife, shall take the other half, and have the usufruct thereof until she marry or die, provided that in case she remarry, the property shall not be conveyed, diminished or alienated by her husband or herself, but be only used, so as to receive the interest thereon during her life and the capital remaining intire, shall revert, after her death to Tonis Nyssen, or his chil-

dren or heirs, without her Marritje Robbert's friends receiving any of the property, only she shall have power to leave by Will two hundred guilders out of said estate to whomsoever she pleases. He, John Celes, requests in the presence of all these by-standers that this may take effect after his death as his last Will before all courts, tribunals and judges.

Done on the day and year aforesaid.

(This is the signature of Jan Seals made by himself.)

Thomas Hall."

It can be noted from the above quoted will that the landed possessions of Old Jans is not described, however, a confirmation from Governor Kieft seems to locate the land.

APPENDIX G.

Soon after the death of John Seals, the widow remarried, and in consequence, the son-in-law Tonis Nyssen, assumed control of the estate as administrator, and he obtained a patent from Governor Kieft, of "Old Jans Land," and this patent being descriptive, it will be quoted herewith, as follows:

"We, William Kieft, director general and the Council in New Netherland residing on behalf of the High and Mighty Lords States General of the United Netherlands, his Highness of Orange and the Honorable Lords Directors of the Incorporated West India Company, hereby acknowledge and declare that We, on this day date underwritten, have given and granted to Tonis Nyssen, a plantation situate on the Island of Manhattan, formerly occupied by the late Jans Celse. It extends on the south side from the land and valley belonging to Everardus Bogardus, minister, and on the north side to Cornelis Maersen, thence along the Negroes' plantation to the Cripple bush (swamp) of said Bogardus. It runs in breadth along the strand fifty rods from the strand along the Cripple bush south east by east one hundred and fifty rods, along the Cripple bush to the Negroe's land it

stretches east by south five and forty rods, along the Negroes plantation upwards northwest sixty rods, toward the strand downward northwest by west seven rods, along the Cripple bush of Cornelis Maerson it runs northwest by north twenty-seven-rods, long the Cripple bush up to the strand westerly forty rods.

"With express conditions, etc."

In testimony this is signed by us and confirmed with the seal.

Done in Fort Amsterdam in New Netherland, the 3rd of April, 1647.

(Signed) William Kieft.

By order of the Honorable Director General and Council of New Netherland.

(Signed) Corn. Van Tienhoven,
Secretary.

These appendices are set forth herein, in order that the reader may the more intelligently analyze the subject in hand, through a further process of analysis and deduction, as regards the disposal of the real estate of Anneke Jans Bogardus, (except the 62-acre farm) and how, and when, and by whom.